



University of Maryland Telework Agreement

(Approved by UHR and Senate Executive Committee April 19, 2017)

This agreement confirms the telework arrangement for _____, _____ in _____.

1. By signing this agreement, the employee confirms that they have reviewed, understand and agree to abide by its terms and applicable University and Department policy and provisions, which include, but are not limited to those for:

- Work hours, accessibility and job performance
- Use of and responsibility for UMD owned equipment and resources
- Establishing a workspace
- Safety and ergonomics
- Work-related injuries
- Confidentiality of information and data
- Intellectual property
- Revocability of the agreement

2. **Terms of Employment:** This telework agreement is not a contract of employment and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship. The employee remains obligated to comply with all University rules, policies, practices, procedures and instructions that would apply if the employee were working at the regular University worksite. Work products the employee develops or produces while telecommuting remain solely the property of the University of Maryland.

Work hours, compensation, and leave scheduling while teleworking must conform with and adhere to applicable UMD or USM policies, and the Memorandum of Understanding (if applicable). The employee's supervisor must pre-approve requests to work overtime or use accrued leave in the same manner as when the employee works at the regular University worksite.

Nothing in this Agreement precludes the supervisor, department, and/or University from taking any appropriate disciplinary or adverse action against the employee if the employee fails to comply with the provisions of this Agreement.

University policies and procedures related to drug and alcohol use are not affected by the Telework Agreement or the employee's status as a teleworker.

This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland. It is the employee's responsibility to determine any tax implications of maintaining a remote worksite in the employee's home.

The supervisor retains the right to modify the Agreement on a temporary basis as a result of business necessity or as a result of a request by the employee that is supported by the supervisor. Any modification of this agreement shall be in writing. A copy of the written modification shall be given to the employee, and a copy shall be placed in the employee's department file.

3. **Duration of Commitment & Reversibility:** This telework agreement shall begin on _____ and continue until _____ or until ended by the employee or employer. Should the employee wish to



terminate the teleworking arrangement, the employee agrees to provide a minimum of 7 calendar days' advance notice to the employer.

Continuation of the agreement is subject to review at any time and may be revoked at any time by the employer. The employer shall provide a minimum of 7 calendar days' notice prior to termination of the agreement.

The continuation or termination of this agreement by the employee or employer shall be in writing and shall be provided with a minimum of 7 calendar days' notice. However, the employer may give less than 7 calendar days' notice if the change is due to operational need, performance concerns, or disciplinary reasons.

4. ***Telework Assignment, Accountability and Performance Measurement:*** Documentation detailing the employee's telework assignment(s), performance and communications expectations, and work schedule **must** be attached and is incorporated into this Agreement.

The employee agrees to stay current on department and work group events and to facilitate communication with customers and co-workers who may need to interact with the employee while teleworking. The employee also agrees to keep the supervisor informed of progress on assignments worked on at the alternate worksite and any problems encountered while teleworking. The employee agrees to structure their time to ensure attendance at required meetings as scheduled or designated by the supervisor. The supervisor agrees to facilitate communication within the workgroup.

5. ***Equipment, Protection of Data/University Property, and Office Supplies:*** University-owned resources may only be used for University business. The employee is responsible for ensuring that all items are properly used.

The employee agrees to take reasonable steps to protect any University property from theft, damage, or misuse. This includes maintaining data security and record confidentiality to at least the same standard as when working at the regular University worksite.

The employee shall comply with all departmental/unit and University policies and instructions regarding security of confidential information. The employee agrees to work with their department IT unit and/or the Division of Information Technology (DIT) to secure their personal computer through the use of VPN, disk encryption, and/or other technologies.

The employee agrees to protect departmental/unit records from unauthorized disclosure or damage, and shall comply with all requirements of law regarding disclosure of departmental/unit or University information. If a data or security breach occurs and University records may have been compromised, the employee shall immediately report the issue to both their supervisor and department head.

The employee agrees to adhere to Policy X- 1.00(A), *Policy on the Acceptable Use of Information Technology Resources*.

The employee shall comply with all licensing agreements for the installation and use of University owned software, including software installation on multiple computers. The employee shall not copy University owned software in any manner unless such copying is expressly permitted by the licensing agreement. Depending on the circumstances, the employee may be responsible for any damage to or loss of University property.



When the employee uses personal equipment, software, data, supplies, and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor. The University assumes no responsibility for any damage to, wear of, or loss of the employee's personal property.

The employee agrees to return in good working order and in a timely fashion all University-owned items used at the alternate worksite upon request or if the Telework Agreement is discontinued for any reason. If the University must initiate legal action to regain possession of University-owned property, the employee agrees to pay all costs incurred by the University.

6. **Telework Site Safety and Ergonomics:** The employee and the employer agree to work together to ensure that the alternate worksite is safe and ergonomically suitable. A Remote Workplace Self-Certification Checklist shall be completed by the employee and must be attached and incorporated into this Agreement.

The employee's University supervisor may make on-site visits to the employee's telework site, at a mutually agreed upon time, to ensure that the designated work space is safe and free from hazards and to maintain, prepare, inspect, or retrieve University-owned equipment, software, data supplies, and furniture.

The employee will be covered by workers' compensation, and may be eligible for benefits for job-related injuries that occur in the course and scope of employment while teleworking. The employee remains liable for injuries to third parties and/or members of the employee's family on the employee's premises.

7. **Signature:** Signing this Telework Agreement means that it has been reviewed and agreed upon by the undersigned parties and they agree to abide by the University of Maryland Guidelines for Telework. A signed copy shall be given to the employee, employer and a copy shall be placed in the employee's departmental record.



Teleworker Work Schedule

This form is a guide for teleworkers and supervisors in planning work schedule(s) during telework periods. The form may be altered as necessary by the supervisor and the employee. The use of this form is not mandatory; however, a work schedule is required to clearly define work expectations and must be attached to the Telework Agreement.

Teleworker Name:

	Main University Office Workplace	Remote Workplace
Address		
Phone Number		

Work Schedule

Day	Hours	Location (M-Main, R-Remote)	Commuting Miles Saved (optional)
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			
Daily Lunch Period			Total Miles:

Comments:



Teleworker Work Plan

This form is a guide for teleworkers and supervisors in planning work during telework periods. The form may be altered as necessary by the supervisor and the employee. The use of this form is not mandatory; however, a work plan is required to clearly define work expectations and must be attached to the Telework Agreement.

Teleworker Name: _____

Days to Telework: _____

These are the conditions for teleworking agreed upon by the teleworker and the supervisor:

1. The following are the assignments to be worked on by the teleworker at the remote workplace and expected delivery dates:

Assignments	Delivery Date	Percent Complete

2. The teleworker agrees to call their office phone to collect phone messages at least _____ times per day. The teleworker agrees to check their email at least _____ times per day. The teleworker agrees to be on instant messaging between the hours of _____ and _____ to receive/provide information and instructions.
3. The teleworker agrees to obtain from the main office all supplies needed for work at the remote workplace. Out of pocket expenses for supplies regularly available at the main office will not normally be reimbursed unless prior authorization is given.



Telework Workplace Self-Certification Checklist

(Approved by UHR and Senate Executive Committee April 19, 2017)

This checklist is designed to assess the overall safety of your telework workplace and to ensure that you have space that has been properly prepared for teleworking. Upon completion, you shall sign and return this form to your supervisor and it must be attached to the Telework Agreement.

Describe the workplace in your telework location:

Work Space and Environment Questions	Yes	No
1. Is the workspace free of potential hazards that could cause physical harm (frayed or loose wires, bare conductors, exposed wires to the ceiling, frayed or torn carpeting seams, uneven floor surfaces)?		
2. Are electrical outlets grounded (3-pronged)?		
3. Do chairs have any loose castors (wheels)?		
4. Are the rungs of the chair sturdy?		
5. Are the phone lines, electrical cords, and extension wires secured?		
6. Is the office space neat, clean and free of obstructions and excessive amounts of combustibles?		
7. Is there enough light for reading?		
8. Is a fire extinguisher easily accessible from the office space?		
9. Is there a working (test) smoke detector within hearing distance of the workspace?		
10. Is the area free from distractions?		



Guidelines for Telework

The University of Maryland supports telework as an option for employees in situations where it is requested by the employee or the supervisor, benefits the department and business operations, and where the employee's position is suitable for a telework arrangement.

Telework is the concept of working from home or another location on a full- or part-time basis. Although telework is an option for some positions, it is not a right for employees and it is not possible/suitable for all positions. Telework is an alternative method of meeting the needs of the department and has a number of benefits:

- Greater work efficiency and productivity resulting from fewer interruptions and disruptions that are typical at the University worksite.
- Supports continuity of operations by making remote work a practiced routine in case a campus emergency prevents workers from being able to access their worksite.
- Staff may save time and money due to reduced commutes, and also reduce carbon dioxide emissions and pollution due to reduced commutes.
- The University may realize space, equipment, and other savings.

The employee's supervisor is responsible for determining whether telework is suitable for a particular job and for reviewing telework requests/agreements. Individual departments may establish additional approval routing. The guidelines below provide details about telework at the University.

What is telework?

- **Telework** is completing the same work normally performed at the workplace but doing it from home or other location away from the office.
- **Remote work** is a specific type of telework that is designed for off-site work. Remote workers use their home or other remote work location as their primary work location, and they are rarely in the organization's workplace. This type of telework is generally less common. Approval of the appropriate Vice President is required prior to entering into an agreement with an employee to work remotely outside of Maryland.
- **Telework** *is not* working at home on occasion or after hours (i.e. to write reports or to catch up on email).
- **Telework** *is not* a substitute for childcare, elder care, and any caregiving; the employee must continue to make arrangements for child or dependent care to the same extent as if the employee was working from the University worksite.

Which employees are eligible for telework?

The following criteria must be met:

- The employee must have successfully completed the required probationary period for their current position and must have worked in the current position for a minimum of 12 months (unless the employee is hired to work fully remotely in unique circumstances). **Due to the continuing workplace impacts of the pandemic, the telework guidelines are being temporarily modified to lift this requirement.*
- In addition, the employee must have received a rating of at least "Meets Expectations" in all categories on their most recent PRD for their current position.
- The supervisor must have confidence that the employee is fully capable of efficiently and effectively working off-site.



How does an employee know if telework is an option for them?

- The employee should review their position description to fully understand all of the duties and responsibilities of the job. A position suitable for telework has documented duties and responsibilities that can be performed off-site.
- The employee's position must be deemed suitable for telework by their supervisor. Factors such as the nature of their work, the scope of responsibility, interaction with co-workers, and the overall operation of the unit will determine whether or not the position is suitable for telework.
- Typically, positions that include a high level of in-person customer contact or job duties that require the employee to be on-site for significant portions of the day are not suitable for telework.

What factors need to be considered regarding telework?

The purpose of the documents below are to assist the supervisor in determining if a position and an employee are good candidates for telework. Not all factors will apply to each unit or employee. It is up to unit management to determine what factors are appropriate for their unit.

The decision to allow an employee to telework must first be determined by an evaluation of the job responsibilities. Employee performance considerations are evaluated after deciding whether the job responsibilities are suitable for telework. It is important to consider the nature of the job responsibilities based on a review of the employee's job description to include the nature of the job and the specific job duties.

(See document "Telework Factors to Consider" on UHR's website)

How does an employee request telework?

- The employee should talk to their supervisor about their interest in teleworking. The discussion should include the employee's perspective about the suitability of their position, their eligibility, and their ability to work off-site successfully, including meeting deadlines and timely completion of deliverables. The Office of Staff Relations in University Human Resources (UHR) is available to assist with questions about Telework.
- The employee should draft a proposed schedule and time frame (short or long-term), including how they will be accessible, communicate effectively, and what type of work and deliverables will be accomplished while working off-site.
- The employee or supervisor can request telework but the request must be approved or denied by an employee's supervisor, department head, and in the case of an out of state teleworker, by the appropriate Vice President. In addition, a Telework Agreement can be suspended or ended at any time by the supervisor or the employee.

Can a telework request be denied?

The supervisor has the responsibility to decide whether approving a telework arrangement is best for the department and overall business operations. A telework request can be denied for reasons including but not limited to:

- The supervisor determines that position is not suitable for telework
- The supervisor does not believe that the employee is fully capable of efficiently and effectively working off-site.
- The employee has not completed the probation period



- The employee's performance is not in good standing

What steps are taken once telework has been approved?

- The employee and supervisor determine the telework schedule, including days, hours, and duration of the arrangement. Expectations around communication, deliverables, workflow, work quality, work quantity, and overall performance are outlined and attached to the Telework Agreement.
- A start date is determined and both the employee and supervisor sign the Telework Agreement, including all attachments (Telework Guidelines, Work Schedule, Work Plan, and Remote Workplace Self-Certification checklist).

Signing the Telework Guidelines means that it has been reviewed and agreed upon by the undersigned parties and they agree to abide by the guidelines for telework at UMD. A signed copy will be given to the employee, supervisor, and a copy will be attached to the Telework Agreement and placed in the employee's departmental record.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Department Head Signature:	Date:
Vice President's Signature: <i>(Required only for out of state teleworkers)</i>	Date: