



USM Office Policy and Procedure on Telework

(Approved by the Chancellor 04/03/2012)

Teleworking arrangements can be beneficial to the University System of Maryland Office (“USMO”), its employees, and the environment. Accordingly, the USMO adopts a policy of permitting telework arrangements for USM Office employees under appropriate circumstances. Teleworking typically means using telecommunications technology to work at a location other than a traditional office setting, such as a home, a satellite office, or a telework center. Eligible employees in approved teleworking positions may telework at remote workplaces in accordance with this policy.

I. DEFINITIONS

“Approved teleworking position” is a position approved by the USMO as suitable for teleworking.

“Eligible Employee” is an employee in an approved teleworking position identified by the employee’s supervisor as eligible for teleworking.

“Employee’s supervisor” is an employee authorized to assign work and evaluate the employee’s performance, or other administrator designated to manage telework arrangements for the employee’s unit.

“Telework” means using telecommunications technology to work at the employee’s home or a location other than the employee’s assigned office for the equivalent of approximately 4 days per month or more on either a regularly-scheduled or intermittent basis. Telework does not include site visits or attendance at meetings away from the employee’s assigned office that are part of the regular job duties.

“Teleworker” means an eligible employee who has voluntarily executed a Teleworking Agreement.

“Remote Workplace” means a location other than the employee’s office, which has been approved for employee teleworking. A remote workplace may include the employee’s home, satellite office, or a Telework Center.

II. SCOPE

This policy applies to employees of the USMO. It provides rules and standards for determining when an employee may be eligible to telework on a regular basis, the scheduling of telework, requirements for a remote workplace, and other terms applicable to telework arrangements.

This policy does not apply to or restrict circumstances in which supervisors allow employees to telework on rare occasions because of weather or for reasons of professional or personal necessity.

III. EMPLOYEE PARTICIPATION

The supervisor is responsible for determining which employee(s) are in jobs suitable for teleworking. At the request of an employee, the supervisor will determine whether the employee is in an eligible telework position and, if so, whether the individual employee is eligible for telework. The following criteria shall be used in determining position(s) and employee(s) eligible for teleworking:

A. Eligible Telework Position

A position is suitable for teleworking if:

1. The specific work duties, assignments, and activities to be performed while teleworking are portable and can be performed as effectively outside the office, e.g., reading, drafting or editing documents, and on-line research;
2. The employee's face-to-face contact with other employees, clients, and members of the public can be replaced by telephone or e-mail communication without a loss of effectiveness or productivity; and
3. Employee performance during teleworking periods can be evaluated readily.

B. Eligible Employee

If an employee is in an eligible telework position, at the request of the employee, the supervisor may agree to allow the employee to telework if the employee meets eligibility criteria. An employee is eligible for telework if the employee's overall performance evaluations are "Meets Standards" or higher and if, in the judgment of the employee's supervisor, the employee:

1. Has demonstrated self-motivation, independence and dependability in accomplishing work assignments;
2. Has demonstrated reliable and responsible performance of duties;
3. Has effective time management skills; and
4. Does not require close supervision or face-to-face interaction with co-workers to complete assignments.

IV. TELEWORK SCHEDULES

- A. An eligible employee may telework for up to the equivalent of approximately 4 days per month in accordance with this policy. Approval for telework for more than 4 days per month requires approval by the employee's supervisor and the Office of Human Resources.
- B. The employee and supervisor will develop a telework schedule. As appropriate, the schedule will designate the days on which the employee will be permitted to telework on regular basis or will indicate that the employee will telework intermittently.
- C. The employee's telework schedule may be revised or rescinded by the supervisor at any time in order to meet the needs of the unit, such as in-person coverage or changing work load in the unit, or to address questions regarding completion of assignments, productivity or performance.

V. PROCEDURES

A. Prior to teleworking, an eligible employee who wishes to telework shall sign and submit to the employee's supervisor a Telework Agreement and Work Plan (Appendix A). A copy of the Telework Agreement and Work Plan shall be filed with the USMO Human Resources Office. The Telework Agreement and Work Plan will include:

1. The location of the proposed remote workplace, including contact information for the telework day;
2. The general duties expected to be performed at the remote workplace; and
3. The proposed telework schedule.

B. The employee's supervisor may require the employee to submit a work plan identifying the employee's assignments for a specific telework day or other period and an accounting of assignments performed during the telework period.

C. Termination of a Telework Agreement

Either party may terminate the employee's participation as a teleworker, with or without cause, with reasonable written notice thereof to the other. The USMO will not be held responsible for costs, damages or losses resulting from cessation of participation as a teleworker. Serious abuse of this policy may also result in further personnel action.

VI. CONDITIONS

A. Compensation

Teleworking does not change an employee's compensation, benefits, or work status, including the amount of time the employee is expected to work per day or pay period. The employee must obtain advance supervisory approval before performing overtime work and before taking leave during a telework period.

B. Communication

A teleworker shall be available by phone and e-mail during the agreed-upon telework hours, to the same extent as in the teleworker's office environment. A teleworker shall not be reimbursed for communication expenses related to teleworking, such as long distance phone calls or other telecommunications expenses, except under extraordinary circumstances with prior approval of the employee's supervisor.

C. Work Performance

The employee will provide regular reports, if required by the supervisor, to help judge work performance.

D. Remote Workplace

A teleworker shall maintain the approved remote workplace in a safe condition, free from hazards and other dangers. Any USMO materials taken to a telework site should be kept in the designated workspace and not be made accessible to persons other than the teleworker. A

teleworker may not conduct work-related in-person meetings from a home office.

E. Personal Equipment and Supplies

Teleworkers must have appropriate personal equipment and supplies to do the assigned work at their own expense and risk. The USMO will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities, insurance) associated with the use of the employee's residence or computer equipment. Without the prior approval of the employee's supervisor, the USMO is not responsible for any costs or expenses of teleworking, including but not limited to computer hardware and software, printing equipment, telephone lines or service, phone cards, Internet access, furniture, lighting, or utilities.

F. USM Office Equipment

The USMO, at its sole discretion, may choose to purchase equipment and related supplies for use by Employee while teleworking or permit the use of Employee-owned equipment. Equipment purchased for use by Employee shall remain the property of the USMO. The decision to remove or discontinue use of such equipment, data and/or software rests with the USMO.

The use of equipment, software, data supplies and furniture provided by the USMO for use at the remote work location is limited to authorized persons and for purposes related to work. The employee shall take all reasonable precautions to prevent the transmission of viruses, unauthorized software or code to any computer or server owned by the USMO or onto the USMO's Local Area Network (LAN) and shall consult with the USM IT administrators with any questions regarding the adequacy of their home equipment and software for these purposes.

In the event of a USMO equipment failure or malfunction, the employee will immediately notify the USMO. In the event of a delay in the repair or replacement of the equipment, or because of other circumstances that make it impossible for employee to telework, the employee's telework arrangement may be modified or suspended by the USMO.

In the event that legal or other action is necessary to regain possession of USMO-owned equipment, software data and/or supplies, the employee shall pay all costs incurred by the University, including reasonable attorney fees.

G. Office Supplies

A teleworker may use USMO office supplies and shall not be reimbursed for purchasing other office supplies without the prior approval of the employee's supervisor.

H. Security of Confidential Information

A teleworker shall properly protect and secure all USMO-owned data, files, records, software, and equipment. USMO-owned data and software shall not be used to create employee-owned software or personal data. Teleworkers shall comply with all USMO policies regarding security of confidential information and protect USMO records from unauthorized disclosure or damage.

I. Liability

A Teleworker's remote workplace is considered an extension of the USMO's work site. Teleworkers may be covered by Workers' Compensation if injured in the course of actually performing official duties at the designated remote workplace during the agreed-upon telework hours. The employee shall notify the employee's supervisor immediately of any accident or injury that occurs at the remote workplace and shall complete any required forms. The USMO shall investigate such a report immediately.

The USMO is not liable for loss, destruction, or injury to a third party or property that may occur in or to the teleworker's home. This includes family members, visitors, or others that may become injured within or around the employee's home.

J. Dependent Care

Teleworking is not a substitute for dependent care or for taking care of other personal business (i.e., running personal errands, outside consulting, etc.).

K. Tax

It is the teleworker's responsibility to determine any tax implications of maintaining a home office area. The USMO cannot provide tax guidance. Employees are encouraged to consult with a qualified tax professional to discuss tax implications.

Attachments

Appendix A: USM Office Telework Agreement and Work Plan

APPROVED:


Chancellor


Date

APPENDIX A
USM Office Telework Agreement and Work Plan

This Teleworking Agreement and Work Plan (hereinafter referred to as "Agreement"), effective _____, is between _____ (hereinafter referred to as "Employee"), an employee of the University System of Maryland Office (hereinafter referred to as "the USMO"). The parties, intending to be legally bound, agree as follows:

Scope of Agreement

Employee acknowledges that she/he has read the USM Office Policy and Procedure on Telework and agrees to abide by the provisions therein. The provisions of that Policy and Procedure are incorporated by reference in this Agreement.

Nothing in this agreement precludes the USMO from taking any appropriate disciplinary or adverse action against the Employee if the Employee fails to comply with the provisions of the Policy or this Agreement.

Employee agrees to be bound by the USM and USMO regulations, policies, and procedures while working at the remote workplace. Violation of the foregoing may result in termination of this agreement and the teleworking privilege.

This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

Term of Agreement

This Agreement shall become effective as of the date first written above, and shall remain in full force and effect as long as Employee teleworks.

Telework Schedule

Employee's Telework Schedule is designated below. The Employee's supervisor must agree in advance to any changes to Employee's Telework Schedule. Employee agrees to maintain contact with the office during a Telework day. If the Employee teleworks on regularly-scheduled days, indicate the days. Otherwise, note that Employee may telework on an intermittent basis.

Employee's Telework Schedule is: _____

Remote Workplace and Work Space

Employee's remote workplace is designated below. The workspace must be adequate for performance of the Employee's official duties. Employee shall maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment. The USMO must approve the site chosen as Employee's remote workplace.

Remote Work Address: _____

Remote Work Phone: _____

Description of workspace in the Remote Workplace: _____

Remote Workplace Self-Certification Checklist

	<u>Yes</u>	<u>No</u>
1. Is the work space free of potential hazards that could cause physical harm (frayed wires, bare conductors, loose wires, exposed wires to the ceiling, frayed or torn carpet seams, uneven floor surfaces)?	_____	_____
2. Are electrical outlets grounded (3 pronged)?	_____	_____
3. Are the phone lines, electrical cords, and extension wires secured?	_____	_____
4. Is the office space neat, clean, and free of obstructions and excessive amounts of combustibles?	_____	_____
5. Is there enough light for reading?	_____	_____
6. Is there a working smoke detector within hearing distance of the workspace? (Please test it.)	_____	_____
7. Is the area free from distractions (children, etc.)?	_____	_____
8. If you have been issued university equipment, have you been briefed on the care of the equipment?	_____	_____

Work Plan

When working from the remote workplace, the Employee will perform the following general activities. Specific projects and/or tasks may be assigned by the supervisor as needed.

I affirm by my signature below that I have read this agreement, understand its subject matter, and agree to its terms.

Employee Signature Date

Approvals Required:

Supervisor Date

Department Head

AFTER ALL SIGNATURES HAVE BEEN AFFIXED, PLEASE GIVE A COPY OF THIS AGREEMENT TO THE USM HUMAN RESOURCES OFFICE.