



Memorandum

To: Willie Brown, Chair, University Senate

CC: Reka Montfort, Director, University Senate

From: Brandon Dula, Chair, University Senate Staff Affairs Committee

Date: March 11, 2016

Re: Telework Guidelines and Protocol (Senate Doc. 15-16-25)

I am writing on behalf of the Senate Staff Affairs Committee regarding the topic of telework, which has been a subject of discussion for the Staff Affairs Committee over many years. After consulting with the Director of Staff Relations in University Human Resources (UHR) this year, the committee determined that it would be beneficial to create guidelines that Staff Relations and UHR could use as protocol and best practices for supervisors and employees at the University who are interested in developing telework agreements for eligible employees.

A subcommittee was created to develop such guidelines; a coordinator from Staff Relations was also appointed to the subcommittee. The Staff Affairs Committee has approved of the guidelines and documents generated by the subcommittee. These four items are attached to this memo:

- 1) Telework Guidelines
- 2) Telework Conversation Guides
- 3) Telework Agreement (primarily intended for routine telework; to be used along with a document detailing the specific telework arrangement and expectations)
- 4) Simple Telework Agreement (primarily intended for situational telework; units could have eligible staff sign and keep in their file for occasional telework requests)

The committee respectfully requests that this memo and the attached documents be formally shared with Assistant Vice President for Human Resources Jewel Washington, as well as Director of Staff Relations Jennifer Matthews, as an administrative recommendation from the committee for immediate use. The committee hopes that these documents, as appropriate, could be publicized via the UHR website, as well as utilized in discussions between Staff Relations and interested supervisors and employees.

Thank you for considering this memo and request.

Enclosure(s)

BD/cb

TELEWORK OVERVIEW

UNIVERSITY OF MARYLAND

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) usually using telecommunications and computer technology to conduct the work.
- Remote work is a specific type of Telework which 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.
- Telework is not the professional practice of working at home after hours (for example, to write reports or to catch up on email).
- Telework is not a right for employees, it is a privilege for certain suitable positions and some eligible employees. Telework is not possible for all positions. Telework can be approved or denied by an individual's supervisor. A Telework agreement can be suspended or eliminated at any time by the supervisor.

What are the benefits of Telework?

- Greater work efficiency and productivity due to uninterrupted work time.
- Reduced traffic congestion and parking needs around and on campus.
- Supports continuity of operations by making working remotely a practiced routine in case an emergency prevents workers from being able to access their workplaces.
- Staff save time and money due to reduced commutes.
- Reduced carbon dioxide emissions and pollution due to reduced commutes.
- Individuals may be more involved in their neighborhoods, schools, and communities during the time they would have been commuting and/or if they can Telework at other times during the day.
- Promotes a more family friendly, flexible work environment and may contribute positively to overall retention of employees.
- Reduced cost of after- and/or before-school care for older children (however, caring for babies or other children needing more care cannot happen at the same time staff are to be working).

How do I know if I can Telework?

- 1) Your position must be suitable for Telework.
 - Know whether you are in an Exempt or Non-exempt position. The distinctions between Exempt or Non-exempt positions are fundamental.
 - Consult the Memorandum of Understanding (MOU) for Exempt or Nonexempt staff. Telework is not mentioned in the current Collective Bargaining Nonexempt MOU and, therefore, formal telework arrangements cannot be created with Nonexempt employees. However, "Telecommuting" is specifically identified as a work option in the Exempt MOU and so Exempt staff may be able to telework if their position is suitable and their supervisor approves the telework agreement.

- Review the written version of your position description to fully understand all of the duties and responsibilities of your position. To be suitable for Telework, some of the position's duties and responsibilities as documented in the position description must be able to be performed remotely. Some examples include writing, researching, and planning. By contrast, positions which include significant customer contact or on-site work that requires the employees to be on-site for significant portions of the day, every day, are not suitable for Telework.
- 2) You must be eligible for Telework
- Telework is not a right for employees, it is a privilege for certain suitable positions and some eligible employees.
 - Your supervisor must consider you to be in good standing, must have given you positive performance reviews, and must believe you are fully capable of Teleworking without on-site supervision.
 - You must have successfully completed your probationary period.

What other issues need to be considered regarding Telework?

- If an employee is injured in the course of doing his or her job, including if the employee is Teleworking, the employee may be eligible for Workers' Compensation.
- Employees are responsible for having an appropriate work area when teleworking – free from hazards to the employee or any equipment. The University is not responsible for costs associated with the remote worksite.
- Employees are expected to ensure the confidentiality and security of all information and data with which they are working. Employees who handle sensitive information (such as student or employee names, addresses, University ID numbers, or other personnel data) should be extremely careful about transporting such information between home and the office, as well as safeguarding such information off-site.
- Issues regarding whether the employer or the employee will provide a computer or other equipment should be determined as part of the telework agreement. Unless staff with similar job requirements and roles are provided with computers and other equipment, employees interested in Teleworking should assume that they will be responsible for having the computer and other necessary equipment.
- Expenses for office supplies should be discussed prior to finalizing the Telework arrangement and prior to any purchase. However, it is unlikely that a department/unit will be able to reimburse an employee for certain expenses, such as internet access or printer supplies (for example, paper and ink cartridges).

How can I request Telework?

- 1) Consider whether your position is suitable for Telework as described above. Employees must be familiar with their current job description prior to engaging in conversations about telework. Staff members who do not have a current copy of their job description are encouraged to ask for one. Conversations (not merely written correspondence) between supervisors and employees is strongly recommended.

- 2) Consider whether you are eligible for Telework. Review your past performance review documents to help gauge whether your supervisor will consider you eligible for Telework.
- 3) Draft a proposed schedule and time frame (short or long-term) including how and when you will be accessible and what type of work and/or deliverables will be accomplished.
- 4) Talk to your supervisor in person about your interest in a Telework arrangement – discussing the suitability of your position, your eligibility, and your circumstances both at work and outside of work. Staff Relations in University Human Resources (UHR) is available to assist with questions about how to create a Telework agreement.

What if my supervisor does not approve of Telework for me?

- It is a supervisor's right and responsibility to make decisions in the best interest of the workplace, which may be different from what any one employee wants.
- Ask if your supervisor considers your position suitable for Telework.
- Ask if your supervisor considers you eligible for Telework.
- If you do not understand the supervisor's decision, ask for more information; other flexible work arrangements might be possible (e.g., flextime, compressed work).

The Collective Bargaining Agreement "Memorandum of Understanding" (MOU) for Exempt Staff permits Telework. However, because the MOU for Non-Exempt Staff does not mention it, a formal Telework arrangement for Non-Exempt Staff is not advised.

State of Maryland Guidelines

The State of Maryland has recognized the changing nature of its workforce and has begun to focus on ways to increase productivity while improving the quality of employee work life and morale. Teleworking is a nationally recognized way to make the workplace more "family friendly" while improving both the workplace and the environment. In addition, Teleworking is a powerful tool for recruiting and retaining valuable employees.

In March 2013, the Maryland General Assembly passed "Teleworking – Statewide Program and Goals," which increased the goal of Executive Branch employees who Telework from 10% (mandated in 1999) to 15% of eligible employees, effective October 1, 2013. The law requires the Department of Budget and Management to establish a statewide Telework program and adopt statewide policy and guidelines for the program.

<http://www.dbm.maryland.gov/employees/Documents/telework/teleworkpolicy052213.docm>

Conversation Guide for Exploring Work-Life Options:

Employee Guide

This guide is meant to assist staff in considering various work-life practices. It is not a complete checklist, and not all of these questions may pertain to every situation, but it is a tool for thinking through issues, learning the facts, identifying concerns, preparing for discussions, and sharing information. Staff members are encouraged to write out responses to these questions.

Staff members are encouraged to consider the employee's position requirements, performance reviews, and personal circumstances along with work group considerations, departmental needs, and the bargaining Memoranda of Understanding (MOU).

The likelihood of work adjustments is increased when department/unit functioning will be enhanced and any negative impact on the department will be minimized. Even with all issues seemingly resolved, adjustments are not guaranteed. Per individual departmental/unit policy, requests may need to be reviewed by the department's human resources staff and/or the director/assistant vice president/vice president.

1. Identify My Situation: How can my work be adjusted to enable me to be even more productive than I am now? What are the challenges I am having in balancing the demands of my work and my personal life? Where are the barriers?
2. Know My Job: What are the duties and responsibilities of my position? Is my supervisor familiar with my current position description? What is my job classification: Exempt staff (not eligible for overtime) or Nonexempt staff (eligible for overtime)?
4. List Options: What do I want/need from the organization? What can be modified?
5. Look for Examples: Are there others in my work area, department/unit, or in the division that may have a similar situation as I do or have a work-life accommodation that interests me? What other examples exist outside of my department/unit or the University? Are there other work/schedule arrangements that may provide flexibility in performing my job?
5. Consider Others: How might a different work arrangement affect other people in my work group or other work functions? How will this affect my customers/stakeholders? What needs to be changed? As a supervisor, how will this arrangement impact my team?
6. Envision Benefits: What will the overall benefits be for me and for the unit/department of a different work arrangement? What will be the evidence that an accommodation is a good idea?
7. Identify Needs: What do I need to accomplish my work with a different work arrangement? For example, do I need a computer at home, Internet access, a smart phone, access to the building off-hours?
8. Think through Issues/Expectations: What issues need to be resolved to accomplish this? Are there fairness or transparency issues? What are my expectations? What will be expected of me?
9. Think about Duration: What timeframe is appropriate? When and for how long? Can I consider a "trial period" for a month or semester? Can this be temporary? Are there peak or high volume times during the semester/year that telework may not be feasible? How will this be addressed?
10. List Questions: What questions do I have regarding my situation and work-life accommodations? What do I need to understand?

Conversation Guide for Exploring Work-Life Options:

Supervisor Guide

This guide is meant to assist staff in considering various work-life practices. It is not a complete checklist and not all of these questions may pertain to every situation but it is a tool for thinking through issues, learning the facts, identifying concerns, preparing for discussions, and sharing information. Staff members are encouraged to write out responses to these questions.

Staff members are encouraged to consider the employee's position requirements, performance reviews, and personal circumstances along with work group considerations, departmental needs, and the bargaining Memoranda of Understanding (MOU).

The likelihood of work adjustments is increased when department functioning will be enhanced and any negative impact on the department will be minimized. Even with all issues seemingly resolved, adjustments are not guaranteed. Per individual departmental policy, requests may need to be reviewed by the department's human resources staff and/or the director/assistant vice president/vice president. You may also reach out to the Staff Relations Coordinator assigned to your area with questions or further clarification.

1. Understand the Employee Situation: What are the challenges the employees is having in balancing the demands of work and personal life? Does the staff member demonstrate independence, exercise good judgment, and possess sufficient job knowledge?
2. Know the Job: What are the position's duties/responsibilities per the current position description? What is the job classification: Exempt staff (not eligible for overtime) or Nonexempt staff (eligible for overtime)? Does the position lend itself to a work-life option? Is the nature of the work compatible with a work-life option?
3. List Options: What is wanted/needed from the organization? Do I fully understand how the work environment could be adjusted to enable the employee to be even more productive? What can be modified?
4. Look for Examples: Are there others in the work area, department, or in the division that may have a similar situation or have an interesting work-life accommodation? What other examples exist outside of my department or the university? Are the other work/schedule arrangements that may provide flexibility in performing my job?
5. Consider Others: How will a different work arrangement affect co-workers, work functions, customers/stakeholders? Is the employee a supervisor? How will this arrangement impact his/her team?
6. Envision Benefits: What will the overall benefits of a different work arrangement be for the employee and for the unit/department particularly regarding worker productivity and accomplishment of work for the individual and the work team? What will be the evidence that an accommodation is a good idea?
7. Identify Needs: What are the potential costs and savings expected? If considering telework, what level of funding is required to provide equipment and support? What other resources are needed? Can I ensure that the work space and work environment are conducive to safe, effective work?
8. Think through Issues/Expectations: What are the expectations regarding work assignments/objectives, work flow/organization, productivity/work quantity, performance/work quality, work time/duty hours, communication within the unit and with outside customers/stakeholders, and "face-time"/meetings? Are there other issues needing to be resolved? How can this be made transparent to others in the work unit?
9. Think about Duration: What timeframe is appropriate? Starting when? For how long? A "trial period"? Temporary?
10. List Questions: What questions do I have regarding this situation and work-life accommodations? What do I need to understand further?

Conversation Guide for Exploring Work-Life Options:

Joint Employee/Supervisor Guide

This guide is meant to assist staff in considering various work-life practices. It is not a complete checklist and not all of these questions may pertain to every situation but it is a tool for thinking through issues, learning the facts, identifying concerns, preparing for discussions, and sharing information. Staff members are encouraged to write out responses to these questions.

Staff members are encouraged to consider the employee's position requirements, performance reviews, and personal circumstances along with work group considerations, departmental needs, and the bargaining Memoranda of Understanding (MOU).

The likelihood of work adjustments is increased when department functioning will be enhanced and any negative impact on the department will be minimized. Even with all issues seemingly resolved, adjustments are not guaranteed. Per individual departmental policy, requests may need to be reviewed by the department's human resources staff and/or the director/assistant vice president/vice president.

1. Understand the Situation: Is there clear understanding regarding the situation and the employee's status?
2. Know the Job: Is there consensus regarding the position's duties/responsibilities per the current position description? Are there any current or pending deadlines or changes? Are there constraints on this position? Is the nature of the work compatible with a work-life option? Is there mutual understanding regarding the implications of the position's classification (Exempt or Nonexempt) and what is and is not permissible?
3. List Options: Is there mutual understanding regarding what is needed/wanted from the organizational perspective as well as from the employee perspective? Is there agreement regarding which the essential functions/duties of the position, if any, could be done at non-traditional times and/or off-site? Is there agreement regarding the essential functions/duties that must be done during specific hours and/or physically at the workplace?
4. Look for Examples: What examples of other work-life accommodations can be discussed together?
5. Consider Others: Is there understanding regarding how a different work arrangement might affect work functions, co-workers, customers/stakeholders and direct reports (if applicable)? How will others' needs be met?
6. Envision Benefits: Is there consensus about the benefits of a different work arrangement for the employee and for the unit/department particularly regarding worker productivity and accomplishment of work? Is there agreement regarding the evidence of success for this work accommodation?
7. Identify Needs: Is there full awareness of the expected costs and savings, the needed equipment, support, and resources, and the needs for a safe and effective work environment?
8. Think through Issues: Is there agreement regarding the expectations for:
 - Work assignments/objectives – How will the work get done: location, equipment, technology, etc.? How will privacy requirements and computer security issues be met?
 - Work flow/organization
 - Productivity/work quantity
 - Performance/work quality – How will work performance be monitored? How will any work-safety issues be resolved?
 - Work time/duty hours – How will the employee be held accountable for my work hours recorded off-site?

- Communication within the unit and with outside customers/stakeholders – When not in the office, how will the employee be accessible (phone, email, web cam, etc.)? What is the preferred way to contact the employee? Who should be contacted if the employee is unreachable? If working away from my work site, how will the employee access needed information? Where/how will critical information that may need to be accessible to others be available?
 - “Face-time”/meetings – When will the employee need to be present at the work site to address urgent business needs? How much notice will be required? Will the employee need to be present at work for certain meetings, or can other arrangements be made to enable the employee to participate when/if needed?
 - Transparency – Is there acceptance that this will be a transparent accommodation?
9. Think about Duration: What timeframe is appropriate? Starting when? For how long? A “trial period”? Temporary? What is the contingency plan if the planned changes at work need to stop for a short term or long term period (i.e., if the employee needs to return to a normal work schedule, or needs to change the flexible work arrangement)?
10. List Questions: What other questions are there regarding this situation and work-life accommodations? What else needs to be understood or discussed?

TELEWORK AGREEMENT UNIVERSITY OF MARYLAND

This Agreement, entered into effective _____ (date), is between _____ (employee), an employee of _____ (department/unit) in _____ (college/school) at the University of Maryland, and _____ (supervisor). This Agreement establishes the respective obligations of the parties for the Telework arrangement.

Scope of Agreement

Other than those duties and obligations expressly imposed on the employee under this Agreement, the duties, obligations, responsibilities and conditions of the employee's employment with the department remain unchanged.

- The term "main work site" shall mean the employee's usual and customary work address or other location as approved by the employee's supervisor.
- The term "remote work site" shall mean the employee's residence or any remote office location approved by the employee's supervisor.
- The term "work plan" shall mean a specific set of defined work expectations to be met each time the employee works at a remote work site.
- Nothing in this Agreement precludes the supervisor and/or department/unit from taking any appropriate disciplinary or adverse action against the employee if the employee fails to comply with the provisions of this Agreement.
- The employee agrees to be bound by departmental/unit and University regulations, policies, and procedures while working at the remote workplace. Violation of any such regulations, policies, and procedures may result in termination of this Agreement and the teleworking privilege and/or other appropriate action.
- 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 work site in the employee's home.
- The supervisor retains the right to modify the Agreement on a temporary basis as a result of business necessity (for example, the employee may be required to come to campus on a particular day), or as a result of an employee request supported by the supervisor.

Eligibility Requirement

Telework is not a right for employees, it is a privilege for certain suitable positions and some eligible employees. Telework is not possible for all positions. The employee's supervisor is responsible for determining which Exempt jobs are suitable for teleworking, regardless of the type, and must define the circumstances under which they are to be performed.

- The employee must have successfully completed the probationary period, must have worked in the current position for 12 months, and must have received at least a "meet standards" performance evaluation on the most recent performance appraisal for the current position.

Term of Agreement

This Agreement shall become effective as of the date above and shall remain in full force and effect as long as the employee teleworks, or as long as the department/unit deems appropriate. This Agreement is not a contract of employment and may not be construed as one.

Telework Schedule and Work Status

The employee's telework schedule will be attached to this Agreement. The employee's supervisor must agree to any changes to the employee's telework schedule in advance. The employee agrees to maintain contact with the main work site as specified in the Work Performance section of this Agreement. The employee agrees to perform only official duties and to refrain from conducting personal business while on work status at the remote work site.

Compensation and Leave

While teleworking, the employee agrees to obtain approval from the employee's supervisor in advance before performing overtime/compensatory work time and before taking leave (e.g., annual, sick, or personal leave). Working overtime or compensatory time without such approval may result in termination of the teleworking privilege and/or other appropriate action.

Work Performance

The employee is required to maintain regular contact with the employee's supervisor and office staff each telework day, be available to accept calls, return calls promptly, and be accessible by email during agreed upon work times. The employee understands that failure to complete work assigned and/or failure to maintain the required contact may result in adverse action, including disciplinary action, and a decline in work performance may result in termination of this Agreement.

Reimbursement

The employee agrees that the department will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, telephone, insurance, and internet service) whatsoever, associated with the use of the employee's residence or computer equipment.

- The employee agrees to the use of the employee's own personal equipment as part of the work performed during a telework assignment.
- The employee agrees to obtain from the main work site all supplies needed for work at the remote work site and understands that out-of-pocket expenses for supplies regularly available at the main work site will not be reimbursed unless prior approval is obtained from the employee's supervisor.
- The University does not assume liability for loss, damage, or wear of employee-owned equipment.

Security of Confidential Information

The employee agrees that all department-owned data, software, equipment, facilities, and supplies must be properly protected and secured.

- Department/unit-owned data, software, equipment, facilities, and supplies must not be used to create employee-owned software or personal data.
- Any software, products, or data created as a result of work-related activities are owned by the University and must be produced in the approved format and medium.

- The employee will comply with all departmental/unit and University policies and instructions regarding security of confidential information.
- The employee agrees to protect departmental/unit records from unauthorized disclosure or damage and will comply with all requirements of law regarding disclosure of departmental/unit or University information.
- The employee agrees to follow the [X-1.00 \(A\) University of Maryland Policy on the Acceptable Use of Information Technology Resources](#).

Liabilities for Injuries

The employee is covered under the Maryland Workers’ Compensation law if injured in the course of actually performing official duties at the remote work site during work hours. The employee agrees to notify the employee’s supervisor immediately of any accident or injury that occurs at the remote work site and to complete any required forms. The University agrees to investigate such a report in accordance with existing policies.

Termination of Agreement

The employee agrees that participation as a teleworker is voluntary and is available only as long as the employee is deemed eligible at the department/unit’s sole discretion. Either party may terminate the employee’s participation as a teleworker, with or without cause, in writing, to the other at any time. The University will not be held responsible for costs, damages, or losses resulting from cessation of the employee’s participation as a teleworker.

Telework Acknowledgement

By my signature below, I affirm that I have read and understand this Agreement, and agree to its terms as a conditions

Employee

Date

By my signature below, I affirm that, as the employee’s supervisor, I have reviewed this Agreement with the employee, and will assume responsibility for ensuring that all terms and conditions are met.

Supervisor

Date

**STANDARD SITUATIONAL TELEWORK AGREEMENT
UNIVERSITY OF MARYLAND**

Employee Name: _____

Campus Office Location: _____

Department/Unit: _____

College/School: _____

Supervisor Name: _____

Eligibility Requirement:

Telework is not a right for employees, it is a privilege for certain suitable positions and some eligible employees. Telework is not possible for all positions. The employee’s supervisor is responsible for determining which Exempt jobs are suitable for teleworking, regardless of the type, and must define the circumstances under which they are to be performed. The employee must have successfully completed the probationary period, must have worked in the current position for 12 months, and must have received at least a “meet standards” performance evaluation on the most recent performance appraisal for the current position.

Basic Telework Expectations:

When occasional telework is needed for an eligible employee, the employee must obtain approval from the supervisor on a case-by-case-basis. The employee agrees to maintain contact with the main work site while teleworking. The employee agrees to perform only official duties and to refrain from conducting personal business while on work status at the remote work site. While teleworking, the employee agrees to obtain approval from the employee’s supervisor in advance before performing overtime/compensatory work time and before taking leave (e.g., annual, sick, or personal leave). Working overtime or compensatory time without such approval may result in termination of the teleworking privilege and/or other appropriate action. The employee is required to maintain regular contact with the employee’s supervisor and office staff each telework day, be available to accept calls, return calls promptly, and be accessible by email during agreed upon work times.

Employee Signature

Date

Supervisor Signature

Date