



## TELEWORK AGREEMENT

This Agreement is between the University of Maryland, Baltimore (UMB), and \_\_\_\_\_ (Employee). The parties agree as follows:

### 1. Scope

The Employee agrees that Telework is voluntary and may be terminated by either the Employee or Supervisor, with or without cause. 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 UMB remain unchanged. The Employee's salary and participation in the benefits, and parking program shall remain unchanged. The terms "offsite work location" or "offsite workplace" shall mean Employee's residence or any offsite office location approved by the supervisor for UMB. The term "office" shall mean Employee's usual and customary UMB work address.

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

### 2. Term

Employee's participation as a Teleworker is effective on \_\_\_\_\_ (date) and is scheduled to either be terminated or reviewed for continuation on \_\_\_\_\_ (date). The Employee's participation is entirely voluntary and remains in effect only as long as the Employee is deemed eligible at UMB's sole discretion. Employee does not have the right to Telework. Either party may terminate the Employee's participation as a Teleworker, with or without cause, by providing a reasonable amount of notice<sup>2</sup> in writing, to the other party. UMB will not be responsible for costs, damages or losses resulting from cessation or participation as a Teleworker. This Agreement is not a contract of employment and may not be construed as one.

### 3. Compensation and Leave

a. The Employee agrees that his/her work hours will conform to the terms set by UMB. If the Employee may need to take annual, holiday or sick leave during scheduled Telework days/hours, the Employee agrees to obtain advance supervisory approval before taking leave. If the Employee may need to take personal leave during a scheduled Telework day/hours, the Employee agrees to provide advance notice to the supervisor. Taking leave without such approval or notice may result in termination of the Telework privilege and/or other appropriate action.

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<sup>2</sup> A "reasonable amount of time" is defined ordinarily as 5 business days.

b. In the event a Non-Exempt Employee who is not part of the UM bargaining unit may need to work overtime on scheduled Telework days, the Employee agrees to obtain advance supervisory approval before performing the overtime work. Working overtime without such approval may result in termination of the Telework privilege and/or other appropriate action.

#### **4. Telework Schedule and Telework Status**

The Employee agrees that the scheduled Telework days/hours are designated as follows:

Day of the Workweek	Duty Hours (from/to)
_____	_____
_____	_____
_____	_____

Any changes to the Telework schedule must be agreed to by Employee's supervisor in advance, in writing. The Employee agrees to maintain contact with the office during the time specified in the Telework schedule by both telephone and e-mail. Except when circumstances require an undistracted Telework environment, the Employee's office phone is to be forwarded to the Telework site for the period outlined in the Telework schedule.

The Employee agrees to perform only official duties and not to conduct personal business while in a work status at the offsite work location during scheduled Telework hours. Personal business includes, but is not limited to, caring for children or dependents, making home repairs, and shopping.

The Employee agrees not to conduct any face-to-face work meetings at the offsite work location if that offsite work location is the employee's residence. This does not include participation in any/all meetings by telephone. Subject to the discretion of the supervisor, the employee may be required to participate in face-to-face meetings at the customary workplace on scheduled Telework days. Except when agreed to by agreement of the Supervisor and the Employee, employees are not entitled to substitute Telework time on other days as a result of being called in for meetings.

#### **5. Work Performance**

As required and defined by the supervisor, the Employee agrees to provide regular reports to help judge work performance. The Employee understands that a decline in quantity or quality of work performance may result in termination of the Agreement by the supervisor or UMB.

## **6. Standards of Conduct**

The Employee agrees to be bound by UMB policies and procedures during Telework. Violation of the foregoing may result in termination of this Agreement and the Telework privilege.

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

## **7. Equipment**

Equipment necessary for Telework is provided by the employee at his or her expense including computer, printer, internet connection and telephone. A desk, chair and lighting are also expected to be provided by the Employee. Use of UMB equipment should not be applicable/necessary. In the event that UMB, at its sole discretion, provides equipment, software, and/or supplies for use by the Employee during the Telework period, the Employee agrees that any use of equipment, software, and supplies provided by UMB for use at the offsite work location is limited to authorized persons and for purposes related to work, and that it remains the property of UMB. UMB software that is installed on the employee-owned computer must be removed upon termination of this Telework arrangement, if no longer deemed necessary by the supervisor to the employee's work assignment. The employee must certify in writing to the supervisor that such software has been "uninstalled". The decision to remove or discontinue use of such items shall rest entirely with UMB.

UMB is not liable for the loss, damage or wear and tear of Employee-owned equipment. The Employee is responsible for the installation, service and maintenance of any Employee-owned equipment and furnishings used in Telework.

In the event of the failure or malfunction of UMB-owned equipment, the Employee agrees to immediately notify UMB in order to arrange for timely repair or replacement of such equipment. In the event of delay in repair or replacement of UMB equipment, or the Employee's own equipment, or because of other circumstances which make it impossible for the Employee to Telework, the Employee understands that Employee may be assigned to do other work, required to work on campus, and/or be assigned to another location, at UMB's sole discretion.

Furniture, lighting, and household safety equipment that are incidental to the use of UMB-owned equipment, software, and supplies shall be appropriate for their intended use and shall be used and maintained by Employee in a safe condition, free from defects and hazards.

The Employee agrees to take all reasonable precautions, including but not limited to, scanning all computer equipment and software for viruses prior to use, installation and/or transmission, to prevent the transmission of viruses, unauthorized software or code to any computer owned by UMB or UMB's Network facilities. University policy governing Anti-Virus scanning and software is found on the CITS website under "Campus IT Policies." The Employee agrees to follow all computing and data security policies and guidelines established by UMB for Teleworkers.

In the event legal action is necessary to regain possession of UMB-owned equipment, software, data and/or supplies, the Employee agrees to pay all costs incurred by UMB or the Office of the Attorney General, including attorney fees and the value of the time of the Attorney General and staff.

## **8. Supplies**

The Employee agrees to obtain from his/her office the supplies needed for work at the approved offsite workplace and understands that out-of-pocket expenses for supplies regularly available at the central office will not be reimbursed unless previously approved by the supervisor or UMB. The Employee agrees to keep UMB supplies entirely separate from personal supplies, and not to use UMB supplies for personal work.

## **9. Offsite Work Space**

The Employee agrees to identify or designate a work space within Employee's offsite work location for placement and installation of equipment as appropriate. The work space must be adequate for performance of the Employee's official duties. Employee shall maintain this work space in a safe condition, free from hazards and other dangers to Employee and equipment. The site chosen as Employee's offsite workplace must be approved by the supervisor or UMB.

## **10. Inspections**

The Employee agrees that UMB may make on-site visits to the offsite work location for the purposes of determining that the site is safe and free from hazards and distractions, and to maintain, repair, inspect or retrieve UMB-owned equipment, software, data and/or supplies. UMB must make inspections only during the Teleworker's normal work hours and ordinarily will provide the Employee with at least 24 hours notice of an inspection.

## **11. Reimbursement**

The Employee agrees that UMB will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, insurance, telephone tolls, internet connections, etc.) whatsoever associated with the use of the employee's residence or computer equipment. UMB may reimburse the Employee for other expenses authorized by the Employee's supervisor and incurred while conducting business for UMB.

## **12. No University Liability for Injuries or Property Damage**

The Employee understands that the Employee is covered under the Maryland Workers' Compensation Law if injured in the course of performing duties at the office or at the offsite workplace (even if the offsite location is out-of-state and is used for less than 40% of Employee's normal weekly work hours). The Employee agrees to notify the supervisor and UMB Risk Management Office immediately of any accident or injury that occurs at the offsite workplace and to complete any required forms. UMB agrees to investigate such a report promptly. The Employee agrees that UMB shall not be liable for damages to Employee's personal or real property while Employee is working at the offsite work location.

### 13. Security and Disclosure of Information

The Employee agrees that all UMB-owned data, software, equipment, facilities and supplies must be properly protected and secured, and must not be used to create Employee-owned software or personal data. The Employee will comply with all UMB policies and instructions regarding the security of personal or confidential information. Any software, products or data created during Telework are owned by UMB and must be produced in the approved format and medium. The Employee agrees to protect UMB records from unauthorized disclosure or damage and will comply with all requirements of law regarding disclosure of UMB information.

### 14. Miscellaneous Provisions

The Employee agrees to provide to UMB any information necessary to respond to inquiries or to complete reports or analyses relating to Telework arrangements for UMB.

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean or Vice President (as needed for Atypical Telework)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director, HRS (as needed for Atypical Telework)

\_\_\_\_\_  
Date

## UMB Telework Program Offsite Workplace Self-Certification Checklist

Name:	School/Office:
Offsite Work Address:	
Offsite Work Phone:	
Supervisor:	
<p>This checklist is designed to assess the overall safety of your remote workplace and to ensure that you have been properly prepared for Telework. Upon completion, you should sign and return this form to your supervisor.</p>	
<p>Describe the workspace in your remote workplace:</p>          	

### *A. Work Space Environment*

	Yes	No
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 carpeting seams, uneven floor surfaces)?	<input type="checkbox"/>	<input type="checkbox"/>
2. Are electrical outlets grounded (3 pronged)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Are the rungs and legs, and wheels of the chairs sturdy?	<input type="checkbox"/>	<input type="checkbox"/>
4. Are the phone lines, electrical cords, and extension wires secured?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the office space neat, clean, and free of obstructions and combustibles?	<input type="checkbox"/>	<input type="checkbox"/>
6. Is there enough light for reading?	<input type="checkbox"/>	<input type="checkbox"/>

7. Is a fire extinguisher easily accessible from the office space?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
8. Is there a working (test) smoke detector within hearing distance of the workspace?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the area free from distractions (e.g., children, noisy pets)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there telephone and internet service available at the workspace?	<input type="checkbox"/>	<input type="checkbox"/>

***B. Employee Orientation***

1. Have you read <b>UMB</b> Telework Policy & Agreement?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you been provided with a copy of your signed Telework Agreement?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you discussed your work schedule with your supervisor?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you completed a Teleworker Work Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. If you have been issued UMB equipment, have you been briefed on the care of the equipment?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you discussed your performance expectations with your supervisor?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you been provided with relevant telephone directories and electronic reports?	<input type="checkbox"/>	<input type="checkbox"/>
<p>I certify that all information contained in this check list is true and complete to the best of my knowledge. I authorize _____ to inspect the remote work location provided I am given 24 hours notice of the inspection. I understand that any erroneous, misleading or fraudulent information is sufficient grounds for precluding me from Telework and may be grounds for disciplinary action.</p>		
_____	_____	
Teleworker	Date	
_____	_____	
Supervisor	Date	