

# **Telecommuting Guidelines**

## **University of Maine System**

### **Purpose**

Telecommuting can benefit the University of Maine System, employees, and communities in many ways. It can increase productivity and job satisfaction; improve retention and recruitment; reduce commuting costs, congestion, and pollution; and offer employees greater flexibility.

The University of Maine System encourages voluntary telecommuting when consistent with the needs of the University and an employee's department. Telecommuting is a voluntary scheduled alternative work arrangement that permits an employee to work at home during part of the workweek using telecommunications technology. Decisions about requests to telecommute will be made consistent with the provisions of the appropriate collective bargaining agreement or employee handbook.

These guidelines apply to continuing or recurring telecommuting arrangements (for example, every Wednesday). Temporary, brief, or occasional telecommuting – for example, to complete a short-term special project or when an employee needs to work from home to care for a sick family member – are not subject to the guidelines.

Universities may develop telecommuting policies consistent with these guidelines.

### **Eligibility**

Telecommuting is available to regular employees who:

- Have successfully completed their probationary period (unless telecommuting is a condition for accepting employment),
- Have a record of satisfactory job performance,
- Have work responsibilities that can be performed at home without adversely affecting quality, productivity, and the needs of the University, and
- Have ongoing access to telephone and Internet at home.

Employees may request to telecommute. Management has sole authority to approve or deny requests. If a request is denied, the employee may ask for review by the university Human Resources office, which will attempt to help develop a resolution acceptable to both the supervisor and the employee.

### **Criteria**

Telecommuting is not suitable or practical for all work or all positions. It is generally not an option for positions involving a high level of student, employee, or public contact or requiring use of tools, equipment, or information that is available only at the University work site. A request to telecommute should not be approved if it results in more than minimal expense to the University.

Telecommuting should not normally exceed 20% of an employee's workweek or one day per week.

The following characteristics contribute to a successful telecommuting experience:

Employee	Supervisor
Well organized, good time management skills	Strong communication skills
Independent, self-motivated, able to work with limited supervision	Ability to manage by results, not hours worked
High level of job productivity and knowledge	Delegates work effectively
Good communication skills	Confidence in employee's work ethic
History of satisfactory job performance and attendance	

**Conditions**

1. Telecommuting arrangements must be documented in a written agreement approved by the immediate supervisor and the appropriate manager (see attached sample agreement). A copy will be placed in the employee's personnel file and sent to the University Human Resources office. Any changes to the telecommuting agreement will also be documented.
2. Approved agreements may be periodically reviewed to ensure that they continue to meet the work demands and needs of the University. A review after six months is required.
3. The written agreement will include the following provisions:
  - a. Expectations about work to be performed from home and regularly scheduled check-in times or meetings.
  - b. Core hours when the employee will be available to supervisors, co-workers, and others.
  - c. Supervisor responsibility for reviewing work products to ensure that productivity, quality, and service are maintained at appropriate levels.
  - d. Agreement about how phone calls to the employee's University office and the need for others to contact the employee on telecommuting days will be addressed.
  - e. Specific work-related expenses incurred by the employee that will be reimbursed by the University. The University does not pay utility costs associated with telecommuting, including phone or Internet service.
  - f. For hourly employees, advance supervisor approval if telecommuting will result in the employee working more than 40 hours in a week (Sunday to Saturday).
  - g. Employee notification of supervisor and time entry in MaineStreet when disability leave or annual leave will be used during time scheduled for telecommuting.
4. All University and departmental policies, procedures, and standards of conduct that apply to employees working on campus apply when an employee telecommutes.
5. The employee is responsible for ensuring the confidentiality of University data, records, and other information used, stored, or accessed at home. The employee will complete the attached agreement to protect covered data such as personally identifiable information. The agreement outlines appropriate measures to protect data and report security breaches.

6. The employee is normally expected to provide his/her own equipment for work performed at home. The University is not responsible for damage, repairs, or maintenance to equipment owned by the employee.
7. Any University equipment provided for an employee's home use should be documented as University property and will be returned by the employee when the telecommuting arrangement concludes or the employee leaves University employment. The employee will bring University provided equipment to a University-designated location for maintenance and repairs.
8. The University will provide supplies for the employee's use while working from home consistent with supplies provided to other employees.
9. As required by University policy, the employee will notify the supervisor and enter time in MaineStreet when s/he uses disability leave or annual leave during times scheduled for telecommuting.
10. Meetings should be held at the campus office, not at home.
11. Telecommuting is not a substitute for dependent care, and family responsibilities must not interfere with work time. A telecommuting employee is expected to devote all of his or her attention to University business.
12. The employee is responsible for maintaining an appropriate, safe work area at home for his or her use. The attached checklist or comparable information should be provided to the employee.
13. The employee will continue to have statutory Workers' Compensation insurance coverage when telecommuting for an injury that arises out of and in the course of University-approved work. An employee who has a work-related injury must report it immediately to the supervisor and other designated officials responsible for Workers' Compensation claims. The University has the right to inspect the site of the injury if a work-related injury is reported.
14. The University is not responsible for damage to employee or third party property or injuries to third parties, unless caused by the negligent acts or omissions of the University.
15. Either the employee or the University may terminate the telecommuting agreement at any time.
16. Seniority (applies to ACSUM and UMPA unit members only) – If more than one employee in the bargaining unit in the same classification and the same department wishes to participate in the telecommuting program and the employees have equal qualifications, the most senior unit member will receive the telecommuting assignment, if both cannot be approved.

Sample Telecommuting Agreement

Employee: \_\_\_\_\_  
Supervisor: \_\_\_\_\_  
Department: \_\_\_\_\_  
Effective dates From: \_\_\_\_\_ To: \_\_\_\_\_

1. The University of Maine at (name of campus) and I agree I may telecommute to perform portions of my assigned duties at home.

Work location: \_\_\_\_\_ Phone # : \_\_\_\_\_

Number of days per week: \_\_\_\_\_

*Circle all days that apply:* Monday Tuesday Wednesday Thursday Friday

Will these be regular days each week? \_\_\_Yes \_\_\_No

Number of hours per day: \_\_\_\_\_

Core working hours at home: \_\_\_\_\_

Assigned duties that may be performed through telecommuting include (*continue on another page if needed*):

2. For hourly employees, advance supervisor approval is required if telecommuting will result in the employee working more than 40 hours in a week.
3. I will be accessible by telephone to receive incoming calls and I will maintain an answering machine or voice messaging system to receive messages, which I will check regularly.
4. I understand that telecommuting is a mutually agreed upon work option between my supervisor and me. There may be times when my supervisor may require me to work in the office on days that I would normally telecommute, for which my supervisor will provide advance notice when possible.
5. I understand that the duties, responsibilities, and conditions of my employment and my salary and benefits remain unchanged.
6. My supervisor and I have agreed to the following check-in times or meetings:
7. My supervisor and I have reviewed the requirement to protect covered data, including personally identifiable information. The signed agreement to protect covered data is attached.
8. I have been provided with the following University-owned equipment, including software and/or data, for which I am responsible (*list equipment*):

All University equipment will be used solely by myself for work-related matters. I will return all equipment within two days of termination of this agreement. I will delete any software and/or data provided for telecommuting from my personal home computer upon termination of this agreement. Question: When is it ok to have university data on a home computer? When it is not covered data?

I acknowledge that the University is not responsible for damage, repairs, or maintenance to equipment I own that I use while telecommuting.

Any technology resources and support provided by the University for my use while telecommuting may be billed to my department.

9. I agree to designate a work space in my home for the purpose of telecommuting. I will maintain this work space in a safe condition, free from hazards and other danger to me and University equipment.

I understand that I am responsible for providing a safe and ergonomically appropriate workstation to protect myself and maximize my productivity. I have received information from the University to help me maintain a safe work area in my home.

10. I understand that I continue to be covered by Workers' Compensation insurance when telecommuting for an injury that arises out of and in the course of University-approved work. I will immediately report any work-related injury to my supervisor and other designated officials responsible for Workers' Compensation claims.

I understand that the University is not liable for injuries to third parties and/or members of my family on the premises, unless caused by a negligent act or omission by the University. I understand that I should consider having adequate liability insurance to cover injuries to others that occur on the premises.

11. I will make long distance calls (*circle one*): on a University cell phone, using a University phone card, or on my home phone and will be reimbursed upon providing appropriate documentation

I have been authorized to be reimbursed for the following expenses (*list*):

12. Any tax or personal insurance implications related to my work at home shall be my responsibility.
13. I will notify my supervisor in advance and enter leave time appropriately in MaineStreet when I need to use annual leave or disability leave for a period when I would normally telecommute.
14. I have the right to terminate my participation in this Agreement at any time. I understand that this Agreement is subject to periodic review to ensure that it meets the work demands of my position and the needs of the University and may be rescinded at any time in the sole discretion of the University.
15. I have received and accept my responsibilities described in the "Checklist for Protection of 'Covered Data'" and "Telecommuting Requirements for Employees and Supervisors" which are attached to this Agreement.

Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department head's signature: \_\_\_\_\_ Date: \_\_\_\_\_

cc: Personnel File

The supervisor forwards a copy of the signed Agreement to Human Resources to be placed in the Personnel File.

## Telecommuting Requirements For Employees and Supervisors

Identify work assignments that lend themselves to telecommuting.

Consider designating someone as the primary office contact for the telecommuting employee for information and materials that need to be exchanged.

Telecommuting should not adversely affect other employees. This requires frequent, effective communication. The telecommuting employee is responsible for keeping other staff informed about availability and for promptly receiving necessary information and materials from the office and sending them to the office.

The university office files and work space of a telecommuting employee should be organized so that other staff can find necessary information when needed.

Telecommuting is not a substitute for dependent care. The employee must make other dependent care arrangements to permit concentration on work while telecommuting.

## Self-Certification Checklist For Telecommuters

The following checklist is designed to help you assess the safety of your home office and promote communication and clarify expectations between employees and supervisors regarding safety issues. Please read and answer each question, sign, and review with your supervisor.

Item	Yes	No
Is the work area quiet and free of distraction?		
Are temperature, noise, ventilation, and lighting levels adequate for maintaining your normal level of job performance?		
Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, overloaded circuits, exposed or loose wires)?		
Will the home's electrical system permit the grounding of electrical equipment (a grounded 3-prong receptacle)?		
Are aisles, doorways, and corners free of obstructions to permit visibility and movement?		
Are file cabinets and storage closets arranged so drawers and doors do not enter walkways?		
Are phone lines, electrical cords, and surge protectors secured to prevent tripping or entanglement?		
Is the area in which the University equipment and files will be kept secured from unauthorized users?		
Is your chair adjustable?		
Is your back supported by a backrest?		
Are your thighs parallel to the floor and your knees at a right angle when sitting at your workstation?		
Are your feet flat on the floor or supported by a footrest?		
Is the monitor approximately an arm's length from you? Note: If you work with a monitor that is 17 inches or larger, you may need to move it a few inches farther away.		
Is the top of the monitor slightly below your eye level? Note: If you wear glasses, you may need to position the monitor differently.		
Is the monitor directly in front of you?		
Is the screen positioned to minimize glare and reflections from overhead lights, windows, and other light sources?		
Are documents placed next to the monitor and at the same distance and height as the screen? If not, use a document holder.		
Are the height and angle of the keyboard adjusted to keep your wrist in a straight (neutral) position?		

Are your elbows bent at a right angle when your hands are resting on the keyboard?		
Are the screen's brightness and contrast controls set for optimal viewing?		
Are your head upright and shoulders relaxed when you are looking at the screen?		
Is the mouse positioned close to the keyboard and at the same level?		
Do you have adequate leg room under your desk?		
Are your arms and elbows close to your body when typing?		
Do you use a headset or speaker phone if you use the phone frequently?		
Do you periodically change positions, stand up, and/or stretch?		

Comments:

Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please give a copy to your supervisor to be placed in your personnel file.

**ADMINISTRATIVE PRACTICE LETTER**

**SUBJECT: Information Security**

**APPENDIX A**

***Checklist for the Protection of Covered Data When Using Portable University-Owned and All Non-University Devices***

Employees who telecommute will complete this checklist as part of their telecommuting agreement. Supervisors will ensure that any employee who is issued a University portable device also completes this checklist. Based on the employee's contact with covered data, a supervisor may require this checklist be completed by an employee who works at home or uses a personal device for University work.

Covered data is information which requires special protection because the misuse could harm members of the University community or compromise the mission of the University of Maine System and/or any one of the Universities. Covered data includes personally-identifiable information, confidential research information, and information that requires protection under law or agreement such as FERPA (the Family Educational Rights and Privacy Act), GLBA (the Gramm-Leach Bliley Act), HIPAA (the Health Insurance Portability and Accountability Act), and by the PCI (Payment Card Industry) standards. Examples of covered data include: financial records, health records, student educational records, and any information which could permit a person to attempt to harm or assume the identity of an individual such as an individual's name in combination with a Social Security, credit card or bank account number.

Complete the entire checklist that follows. For each "YES", provide a response to the appropriate measures. If you have arranged an exception or alternate to any measure with IT/computer services, annotate the measure with an asterisk (\*) and note the alternate measure at the bottom.

1. University Laptop

YES  NO I use a University laptop.

↳ If YES (check one of the following):

- I store Covered Data, access Covered Data with software other than MaineStreet, or send/receive Covered Data via email; and I have worked with my IT/ computer services department to have an area of the laptop's hard drive encrypted for storage of Covered-Data.
- I will not store Covered Data, access Covered Data with software other than MaineStreet, or send/receive Covered Data via email.

2. Personally-Owned Computer

YES  NO I use a personally-owned computer for work at home or to telecommute, even if only for University email.

↳ If YES (check as applicable):

- I agree that Covered Data may never be stored on my personally-owned computer.
- I agree that I will install virus protection on the computer which I use to access University systems. One copy of virus protection will be provided by the University.
- I agree that, in the case of a suspected breach, I may be required to provide access to my personally-owned computer to UMS staff.

**ADMINISTRATIVE PRACTICE LETTER**

**SUBJECT: Information Security**

- I access MaineStreet Covered Data from my personally-owned computer or device for more than my own personal information and I agree not to download and save Covered Data from MaineStreet to my personally-owned computer or device.
- I use remote access services (such as Remote Desktop Protocol or VPN) to connect to an office computer and I agree to not transfer files with Covered Data to my personally-owned computer.
- I send/receive Covered Data via email, and I will use secure (https) webmail that will not cache or save email/files. I will work with my IT/computer services department if I need help with using appropriate email.
- I agree to not open Covered Data email attachments on my personally-owned computer because doing so would automatically copy the attachment to my computer's drive.

**3. Portable Handheld Devices such as Smart Phones**

YES NO I use a University provided or personally-owned handheld device to access University email or connect to University data.

↳ If YES (check as applicable):

- I access Covered Data, or send/receive Covered Data via email from my handheld device and have completed all of the following measures.
  - I have worked with my IT/ computer services department to ensure encryption is available and turned on for the device.
  - I have enabled the requirement to use a password to access email.
  - I agree that in the case of a suspected breach, I may be required to provide access to my personally-owned device to UMS staff.
- I will not access Covered Data, or send/receive Covered Data via email from my handheld device.

**4. USB drives or other portable storage**

YES NO I use a USB drive (e.g., pen drive, memory stick, etc.).

↳ If YES (check one of the following):

- I move or store Covered Data with a USB drive; and I have worked with my IT/ computer services department to encrypt the Covered Data storage area.
- I will not move or store Covered Data with a USB drive.

**5. Home Wireless**

YES NO I have a wireless network at home even if the computer I use is hardwired and I might access Covered Data.

↳ If YES (check one of the following):

- I have secured my wireless access point to prevent a wireless intrusion to my network which would allow an intrusion into a wireless or wired computer.
- I will turn off wireless access while I work at home.

**ADMINISTRATIVE PRACTICE LETTER**

**SUBJECT: Information Security**

6. Other Situations and Alternate Measures or Exceptions.

YES  NO I access, store or transmit Covered Data in a manner that isn't listed here and I have worked with my supervisor and IT /computer services department to implement the following measures:

YES  NO I am implementing the following alternate measures or exceptions to the requirements above with my supervisor's and the IT / computer services department approval:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Required Conditions

I agree that if any conditions change regarding access or storage of Covered Data, to include receiving an email with Covered Data, I will notify my supervisor and work with my IT /computer services department to ensure proper actions are taken to secure the data and employ the appropriate protections.

I agree that if any Covered Data is accessed or stored on a University or personally-owned device to include receiving email with Covered Data, without the proper measures taken, I will treat this as an urgent security incident. I will notify my supervisor and work with my IT /computer services department to ensure prompt proper actions are taken to secure the data and employ the appropriate protections. I understand that swift actions are needed to prevent unauthorized access to Covered Data.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_