
Employee Name

**University of Massachusetts
President's Office
TELECOMMUTER AGREEMENT**

This Agreement does not constitute a contract for employment or a modification of any other existing terms and conditions of employment between the employee and the employer. The employee affirms that he/she has read and fully understands the University's Telecommuting Guidelines, which is hereby incorporated and made part of this Agreement.

Except as agreed to in this individual "Telecommuter Agreement", employee rights provided for in the employee's collective bargaining agreement are not affected by participation in a telecommuting program. Rights or benefits provided under the employee's collective bargaining agreement between the University and the employee labor unions are neither enhanced nor abridged by the implementation of a telecommuting arrangement.

This Telecommuter Agreement is between _____ (Supervisor) and the telecommuter employee, (hereinafter "Supervisor" and "telecommuter").

I. Telecommuting Requirements:

- The telecommuter's participation in the program is strictly voluntary.
- The telecommuter will provide a home office that is safe and designed to minimize exposure to household distractions
- The telecommuter agrees to file weekly status reports with their manager if required by the manager.
- Managers will maintain staffing according to department workload requirements.
- The telecommuter agrees that there will be no negative change in productivity due to the telecommuting.
- Provided they are given sufficient notice, the telecommuter agrees to attend any onsite, mandatory meetings, even if it's on their telecommuting day.
- Managers, at their discretion, may change the schedule to meet the needs of the department.
- The telecommuter agrees to inform their manager if they no longer wish to continue telecommuting.
- The telecommuter agrees to return any University property in the same condition it was when lent to the telecommuter, normal wear and tear expected.
- The manager may terminate an individual telecommuter from the program without cause.
- Reason to terminate an individual telecommuter from the program may be for the following, but not limited to, these reasons:
 - The telecommuters' customers believe the service has not been the same since telecommuting was instituted.

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- The telecommuter has been assigned to a major project. Telecommuting may resume after the telecommuter returns to operational mode.
- The telecommuter fails to file the weekly status report.
- The manager believes that productivity has dropped.
- The telecommuter is unreachable, within a reasonable time, during core hours.

II. Hours of Work

All work schedules require management approval. Changes in work schedules or temporary telecommuting assignments may be made at the Supervisor’s discretion to meet management needs or to accommodate an employee’s request

Certain meetings are mandatory and will require the telecommuter to come in to a work location specified by the Supervisor. Advance notice of such meetings will be given no later than 5:00 p.m. the prior workday.

The telecommuter will follow timekeeping and reporting requirements established by the Supervisor.

The telecommuter’s work hours and designated telecommuting days will be the following:

TELECOMMUTE WORK SCHEDULE

WORK HOURS	WORK DAYS

The Telecommuter must be available by phone during the core business hours of _____ to _____ (i.e. 8:00 to 4:30).

Overtime must be authorized in advance by management. .

Telecommuters will not provide primary care during designated telecommuting hours for children or elders or anyone who would otherwise require a provider’s care.

III. Work Site

Failure to maintain a proper and safe work environment, in accordance with this Agreement, may be cause for terminating an employee from the telecommuting program. A proper and safe work environment is defined as taking care to ensure that home office equipment (computers, printers, fax machines, lighting) do not overload electrical circuits, that circuit breakers and surge

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protectors are used when necessary, and that walkways are clear of debris and electrical cords. The Supervisor retains the right to make an on-site inspection of the designated workspace at a mutually agreed upon time.

The telecommuter is responsible for the safety and security of the University's equipment, software, data and supplies in accordance with the President's Office guidelines.

If an employee incurs a work-related injury while telecommuting, workers' compensation laws and rules will apply just as they would if such an injury occurred at the regular work site.

The President's Office is not liable for any damage to the telecommuter's property that may result from participation in this telecommuting arrangement.

The telecommuter agrees to use a designated workspace that is conducive to working and is free from work hazards to the telecommuter and University equipment. At the "telecommuting work location", the employee designates the following area as his/her "telecommuting home office", subject to the terms and conditions of this Agreement:

(Location)

IV. Work Products, Equipment & Expenses

Work products and programs developed by the telecommuter while on telecommuting status remain the property of the University.

University owned equipment and services are to be used for University business only. The use of University equipment shall be in accordance with relevant University policies with respect to the responsibilities of the employee, acceptable and unacceptable uses of the University's data confidentiality, copyright protection, computer viruses, network security, e-mail and employee expectations of privacy.

Costs associated with office furniture will be the responsibility of the employee. The University, at its discretion, may loan to the employee surplus office furniture such as file cabinets, desks, chairs and bookcases.

Selection, installation, maintenance, repair or replacement of employee owned equipment and software is the responsibility of the employee. In the event of equipment malfunction, the telecommuter must contact his/her supervisor as soon as possible. If repairs will take some time, the telecommuter may be required to report to a work location specified by the employee's manager until the equipment is repaired or replaced.

The University will not pay for the following expenses:

- Maintenance or repairs of privately owned equipment;
- Cost of high speed connectivity, including installation or monthly fees.

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- Utility costs associated with the use of the computer or occupation of the home, including but not limited to, electricity and/or phone;
- Equipment supplies (these should be requisitioned through the University)

This Agreement shall become effective when signed by the employee and his/her supervisor and shall remain in effect until terminated by either party.

The employee and supervisor will annually sign this agreement as a reminder of the commitments made.

The following signature of the employee and his/her supervisor indicates that each has read and understands this Agreement and agrees to abide by the terms and conditions contained herein.

Employee Name Printed

Manager Name Printed

Employee Signature

Manager Signature

Date

Date

Department's Executive Signature
UITS – Associate VP COO/CTO

Date

HR Signature

Date

Attachment: Telecommuting Guidelines, Property Removal Form

Original to:

- H/R Shrewsbury

One Copy to each:

- Employee
- Supervisor
- Manager