

## University of Michigan Remote Work Agreement (RWA)

**Instructions:** Use this agreement when an employee will work three (3) or more days per week at an off-site work location. If you are completing the form by hand, please print legibly. Obtain signatures only after unit and applicable central office approvals are confirmed. When printing the RWA document for signatures and delivery to (insert unit) \_\_\_\_\_, please print the document in its entirety. This RWA is between the Board of Regents of the University of Michigan (“U-M”) and the Employee identified in Part A. below.

### A. Employee Information

Last Name:	First Name:	UMID:
Department ID #:	Primary/Campus Work Location:	
Manager:	Next Level Approval (as appropriate):	
Anticipated Duration (Review and update at a minimum on an annual basis)	<b>Start:</b>	<b>End:</b>

### B. Employee Remote Work Location (RWL)

If the off-site work location is your home, you may choose to either provide your home street address below or confirm that your current local address on record with the university is accurate and write “current home address on file with the university”.

State/Country and telephone number(s) and are required to be provided below. If there will be more than one remote work location, provide that information below as well. Any changes to the remote work location must be pre-approved and this agreement updated.

Address:	City:	
State:	Country:	ZIP Code:
Telephone Number:		
RWL Workspace Description:		

### C. Employee RWL Days, Hours, Frequency/Rotation

Describe the Remote Employee’s Expected Work Schedule
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### D. U-M Property and Equipment

1. U-M assets used at the RWL must be logged. Employee acknowledges review of policies, responsibilities and procedures at the Property Control Office Off-Campus Use of U-M Equipment website at <http://procurement.umich.edu/property-space-management/property-control>

2. The costs for office furniture at the RWL will be employee’s responsibility. All equipment loaned by U-M for the purpose of performing the agreed-upon job duties will be maintained in good working condition and used only for performing job responsibilities. The

cost of maintenance for U-M equipment will be covered by U-M, if approved by the manager in advance. Upon resignation or termination of this agreement, employee agrees to return the equipment loaned in good working order and in comparable condition as when loaned.

3. If employee is using U-M equipment at the RWL, employee must submit a **"Request for Removal and Use of U-M Equipment" form** prior to removal of U-M equipment from U-M premises. Employee is responsible for the safety and security of U-M equipment, software, data and supplies at the RWL. Software used by employee is subject to the same U-M restrictions on duplication and unauthorized use of software used in the office. (See "Management of Copyrighted Software" SPG 601.3-1.) U-M equipment is for U-M-related work only.

4. Employee may not use U-M equipment for unlawful purposes, for work for other employers or for personal financial gain. Non-U-M persons are prohibited from use of U-M equipment. Any hardware or software purchased by the U-M remains the property of the U-M and must be returned to the U-M upon request. Equipment no longer used by employee must be returned to U-M in a timely manner. Failure to return equipment could result in discipline, discharge, legal action, and disqualification from future employment.

5. Unless approved otherwise, employee will be required to bring or send employee's U-M-owned machines into the primary (or campus) work location for servicing. Employee may also call or send an e-mail to the desktop support representative for support.

6. U-M is not responsible for the temporary loss of remote workdays due to equipment maintenance or repair, and the employee is expected to report to the office or obtain approved leave in such a circumstance.

7. U-M assumes no responsibility for repair, maintenance or replacement of personally-owned equipment used for remote work.

8. If loan equipment is available during the repair period, employee may be able to check this out through desktop support and continue remote work. However, if there is no available loan equipment, employee must report to work at the primary (or campus) work location or use vacation time while working to correct issues impeding performance.

Provide Description of U-M assets/property being used at RWL:

**E. Duration of Remote Work Agreement**

The agreement duration is documented in Part A. Prior to the end of this agreement, employee may request a review for a possible extension which must be documented and submitted to employer's manager. This agreement must be reviewed and updated at least annually.

After each review, employer's manager, in consultation with (insert unit) \_\_\_\_\_, will determine whether the arrangement should (1) continue, (2) be modified or (3) end. If the determination is that remote work is to end, a written statement to this effect will be entered into the employee's personnel file. If the determination is that remote work is to continue, a new RWA will be required setting forth the new duration and any other modifications.

Notwithstanding the expected duration of employee's remote work assignment, remote work is intended as a temporary arrangement and U-M maintains the right to terminate the remote work arrangement at any time for any reason. Such a termination will be communicated in writing with every effort made to provide reasonable notice of termination. Furthermore, this agreement does not alter or modify the at-will status of the employee. If the employee desires to terminate this agreement, notice must be given in writing to the employee's immediate supervisor at which time options for return to in-person employment will be explored, and to the extent such option exists, reasonable efforts will be made to return the employee to campus.

**F. Conditions of Employment and Pay Status**

Employee is required to comply with all U-M policies and guidelines, as set forth in the U-M's Standard Practice Guide (SPG), as well as college and departmental policies and procedures as if working at the primary (or campus) work location. Requests for overtime, sick leave and change of work schedule will be approved in the manner in which they are approved at the primary (or campus) work location.

**G. Performance Expectations Related to Remote Work**

1. Work product and programs developed by employee remain the property of U-M. Employee agrees to spend time on officially approved duties while working at the RWL. Employee agrees to consult with employee's supervisor, through mutually agreed-upon modes of communication to receive or review completed assignments.

2. Employee must record time, as appropriate, based on employee's exemption status in Wolverine Access Self Service Timekeeping.

3. Employee must report technical failures or technical limitations at the RWL that impair employee's ability to complete required work as soon as possible. Employee will be expected to relocate to a viable RWL, return to the primary (or campus) work location within the timeframe specified by employee's supervisor or manager, or use approved leave time during the period impairment. U-M is committed to working reasonably and proactively with the employee during such circumstances, but employee understands and acknowledges that employment may be terminated if technical failures and limitations result in the inability to perform necessary job functions.

4. It is employee's responsibility to give accurate and up-to-date information to the supervisor, team members, customers and other business contacts, regarding work location and hours.

5. Certain meetings are mandatory and will require the employee to be present. Reasonable notice of upcoming meetings will be given. If a face-to-face work meeting is necessary, it is employee's responsibility to attend the meeting unless other arrangements have been approved by the supervisor. Additionally, employee acknowledges that there may be times at the supervisor's discretion when the employee's in-person presence is required for U-M-related business.

#### **H. Insurance, Health and Safety**

Employee will provide and maintain a designated workspace at the RWL. Worker's Compensation liability will be limited to work-related injuries/illnesses at this workspace and not all areas of the home/RWL. Employee is responsible for immediately informing the supervisor of any potential work-related injuries/illnesses. U-M will be responsible for any work-related injuries as stated under the Worker's Compensation laws applicable to the RWL. Employee agrees to participate in periodic health and safety inspections of the RWL, if requested, to ensure compliance with U-M safety and ergonomics standards. Transportation between the primary (or campus) work location and the RWL and any accident that may occur in transit is employee's responsibility. When employee's presence is required at a primary (or campus) work location, employee is not considered to have arrived at the work location until the destination is reached. Travel to and from the primary (or campus) work location is not considered work time and the employee bears the expense of said travel.

#### **I. Security of Information**

Employee may not compromise the confidentiality or security of U-M information due to remote work. This includes maintaining data security and confidentiality to the same degree maintained by the U-M. Employee must comply with the policies and guidelines of proper use of information technology found in the Standard Practice Guide. Breaches of information security, whether by accident or design, during remote work may result in the termination of the agreement and/or disciplinary action up to and including discharge. See <http://safecomputing.umich.edu/> for more information and requirements.

#### **J. Reimbursements and Remote Work Expenses**

Unless otherwise agreed, employee is responsible for all expenses related to remote work, including, but not limited to internet connectivity, cell phone usage, and commuting. Employee must obtain supplies through U-M and only supplies that are regularly stocked will be available. Employee will not be reimbursed if supplies are obtained elsewhere. Expenses not specifically covered in this agreement will be dealt with on a case-by-case basis, taking into account the reasonableness of the expense and the department budget for the program/project(s). Employee cannot be assured of reimbursements for expenses not authorized or approved in advance.

#### **K. Domestic Care**

During established work hours at the RWL, employee agrees that family care demands shall not compete with work except in the case of an emergency when the applicable time off options will be used. Remote work will not be a substitute for family care demands.

#### **L. Tax Liability**

The tax consequences of remote work are the employee's responsibility and the employee agrees to indemnify and hold U-M harmless for any tax consequences or liabilities associated with this remote work arrangement. Employees are encouraged to seek professional advice in this area.

#### **M. Local Zoning Ordinances**

Employee is responsible for observing any municipal zoning ordinances regulating the performance of work at home for remote work purposes.

#### **N. Liability**

Except as stated elsewhere in this agreement, employee understands and agrees employee is liable for any and all claims, demands, judgments or liabilities (including any related losses, costs, expenses and legal fees) resulting from any injury and/or damage to any person or property at the RWL that is unrelated to employee's employment duties or otherwise caused by employee's willful misconduct at the RWL. Employee is encouraged to seek professional advice regarding personal insurance coverage considerations associated with this work arrangement.

#### **O. Remote Work Agreement Safety Guidelines**

Employee acknowledges his or her review of UHR's Ergonomics Self Help standards located at [hr.umich.edu/mhealthy/ergo-self-help](http://hr.umich.edu/mhealthy/ergo-self-help).

**P. Signatures & Attestation**

The information provided within this Remote Work Agreement (RWA) is accurate and will be followed. If any information changes, it is employee's duty to inform the supervisor or manager and to initiate the completion of an updated agreement. The parties have read and understand this agreement and agree to the duties, obligations, responsibilities and conditions described within. Employee further understands that U-M may, at any time, change any or all of the conditions under which remote work is permitted or altogether withdraw permission to work remotely, and that this agreement does not alter the employee's at-will employment status or otherwise provide an entitlement to remote work in perpetuity. This agreement replaces and supercedes all prior flexible or remote work agreements and/or arrangements. The employment relationship between UM and the employee shall be governed by the laws of the state of Michigan and this agreement shall be construed under the laws of the state of Michigan.

\_\_\_\_\_  
Employee Signature                                      Date

\_\_\_\_\_  
Manager Signature                                      Date

Human Resources Representative acknowledges this agreement has been reviewed and approved by the Office of the Vice President and General Counsel, Tax Department, and the Office of Research Ethics & Compliance Export Controls when the remote work location is from a United States Territory or is outside of the United States.

\_\_\_\_\_  
HR Representative Printed Name and Signature

\_\_\_\_\_  
Date