

University of Michigan Remote Work Agreement (RWA)

Instructions:

Initiating a remote work arrangement typically starts with a verbal conversation between an employee and their supervisor. Details to be discussed include anticipated start and end dates, work schedule, location, performance standards, and communication expectations. Supervisors are responsible for following their unit practices to review and obtain initial support for the request

Submit this RWA after following unit business processes to assess if the request to work offsite will be approved. Obtain signatures only after all unit and applicable central office approvals are confirmed.

The anticipated remote work location(s), schedule, duration, and expectations should be reviewed and updated at a minimum on an annual basis.

Before making any changes to the remote work location(s), schedule, or duration, follow the unit business processes to assess if the requested change(s) will be approved and if a new RWA may be required.

When printing the RWA document for delivery to the unit, please print the document in its entirety.

University of Michigan Remote Work Agreement (RWA)

This RWA is between the Board of Regents of the University of Michigan ("U-M") and the Employee identified in this Remote Worker Employee Self-Service Request. For purposes of this agreement, hybrid and mobile/remote modes of work are referred to as "remote work". For purposes of this document, references to campus generally mean Ann Arbor, Dearborn, Flint, or Michigan Medicine.

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 on annual basis, at minimum):

Start: _____ End: _____

B. Employee Remote Work Location (RWL)

1. If the RWL is your home, you must ensure that your current local address on record with the university is accurate.

2. If there will be more than one RWL, a new RWA will be required when work will be performed at the RWL for a minimum of thirty (30) calendar days.

3. 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. Remote Work Days, Hours, Frequency/Rotation

The remote work schedule, including expected start and end times, will be approved by employee's supervisor or manager. Employee is expected to spend time on officially approved duties when employee is expected to be working. Employee is required to obtain approval from the supervisor or designee in advance for requested adjustments to the work schedule.

Describe the remote employee's expected work schedule:

D. U-M Property and Equipment

1. U-M assets used at the RWL must be logged. If employee is using U-M assets or equipment at the RWL, employee must follow required steps to log equipment and asset information prior to removal of U-M equipment from U-M premises. Employee acknowledges review of policies, responsibilities, and procedures. See [SPG 520.01](#) for more information and requirements

2. The costs for office furniture at the RWL will be employee's responsibility.

3. All assets and 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.

4. Employee is responsible for the safety and security of U-M assets, equipment, software, data, and supplies at the RWL. Software used by employee while working remotely is subject to the same U-M restrictions on duplication and unauthorized use of software used when working onsite. See [Information Technology Policies](#) for more information and requirements for IT-related policies.

5. Employee may not use U-M assets and equipment for unlawful purposes, for work for other employers, or for personal financial gain. U-M assets and equipment are for U-M-related work only. Non-U-M persons are prohibited from use of U-M assets and equipment. Any assets or equipment, including hardware or software, purchased by U-M remains the property of U-M and must be returned to the U-M upon request. Assets and equipment no longer used by employee must be returned to U-M in a timely manner and in good condition acceptable to the University, and failure to do so could result in discipline, discharge, legal action, and disqualification from future employment.

6. 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.

7. U-M is not responsible for the temporary loss of workdays due to equipment maintenance or repair. If loan equipment is available during the repair period, employee may be able to use this equipment during the

RWA. However, if there is no available loan equipment, employee will be expected to relocate to a viable RWL or return to the primary (or campus) work location that has equipment available within the timeframe specified by employee's supervisor, or use approved leave time in such a circumstance.

8. If employee is approved by the department to use personally-owned equipment, U-M assumes no responsibility for repair, maintenance, or replacement of personally-owned equipment used during the RWA.

E. Duration of Remote Work Agreement

1. The duration of the agreement is subject to review and change depending on the business needs of the department. Prior to the end of this agreement, employee may request a review for a possible extension which must be documented and submitted to employee's supervisor or manager. This agreement must be reviewed and updated at least annually.

2. In the event employee continues to work remotely after the expiration of this Agreement, the terms, conditions and expectations in this Agreement shall remain in effect until such time as it is determined by U-M whether the remote work arrangement will be continued.

3. After each review, employee's supervisor, in consultation with designated unit leadership will determine whether the arrangement should (1) continue, (2) be modified, or (3) end. If the determination is that RWA 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.

4. The RWA is intended as a temporary arrangement and U-M maintains the right to terminate the RWA 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 employee's employment status. If the employee desires to terminate this RWA, notice must be given in writing to the employee's immediate supervisor at which time options for return to fully on-site employment will be explored, and to the extent such option exists, reasonable efforts will be made to return the employee to the designated on-site work location.

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 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 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 assignments.

2. Employee must record time worked and time off, as appropriate, based on required departmental practices.

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, work schedule, and work hours.

5. On occasion, employee may be required and must be available to work onsite If onsite work is necessary, it is employee's responsibility to work onsite unless other arrangements have been approved by the supervisor.

H. Health and Safety Compliance and Workers' Compensation

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 designated workspace and not all areas of the 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. Employee acknowledges their review of UHR's Ergonomics Self-Help standards located at hr.umich.edu/mhealthy/ergo-self-help.

I. Security of Information

Employee may not compromise the confidentiality or security of U-M information due to the RWA. 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 Guides. Breaches of information security, whether by accident or design, during the RWA may result in the termination of the agreement and/or disciplinary action up to and including discharge. See [Safe Computing](#) 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. Expense reimbursement may trigger taxable income to employee.

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 RWA. 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 the RWL.

N. Liability

Except as stated elsewhere in this agreement, employee understands and agrees employee is solely 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. Changes in Employment Circumstances

In the event of a change in employment circumstances, including but not limited to, a change in employee's position or remote work location, it is employee's duty to inform the supervisor or manager and to initiate a review of the remote work arrangement.

P. Attestation

The information provided within this Remote Work Agreement (RWA) is accurate and will be followed. Employee has read and understands this agreement and agrees 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 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.

The parties consent to the use of electronic signatures on this document and agree that electronic signature and digital submission of this document are the same as handwritten signatures for validity, enforceability, and admissibility.

Employee Signature

Date

Manager Signature

Date