

Sample Flex Place/Telecommuting Work Agreement: Part I

Employee Information

Name of employee: _____

Name of primary manager: _____

Name of human resource consultant: _____

Remote Office Location

Address: _____

City _____ State _____ Zip _____ Country _____

Telephone number: _____ Fax number (if applicable): _____

Description of workspace at remote location:

Work Hours

Total work hours per week: _____

Schedule:

Weekday	Time	Location (check)
Monday	_____ to _____	Home / Onsite
Tuesday	_____ to _____	Home / Onsite
Wednesday	_____ to _____	Home / Onsite
Thursday	_____ to _____	Home / Onsite
Friday	_____ to _____	Home / Onsite

Equipment: University assets to be used at remote work location (if any) (including hardware, software, etc.)

Flex Place/Telecommuting Work Agreement: Part II

Work Hours

It is the employee's responsibility to give accurate and up-to-date information to the supervisor regarding work location and hours. The employee will maintain, for the purposes of Worker's Compensation liability, the hours of work stated in this Agreement. Timely and accurate completion and submission of time statements is the responsibility of the employee.

Departmental requirements take precedence over the schedule and telecommuting arrangements specified in this Agreement if there is a scheduling conflict. Management will provide the employee with advance notice, if at all possible, when flextime schedules or telecommuting must be curtailed. Vacation time, sick leave, and all other exception time must be authorized by the manager according to _____ policy. Technical, supervisory, or collegial support cannot be assured beyond 7:30 a.m. to 4:30 p.m., when most regular working hours are scheduled.

Insurance

A designated work space shall be maintained by the telecommuter at the alternate work location. Worker's compensation liability will be limited to work-related injuries at this work space as opposed to applying to all areas of the home.

Health and Safety

Telecommuters may have to participate in periodic health and safety inspections of their work site to make sure it meets University standards laid out in "Arranging Your Workstation to Fit You" (available through the Risk Management Office). Telecommuters must review and sign the attached "Telecommuting Safety Checklist" prior to telecommuting.

Training and Meetings

Certain meetings are mandatory and will require the telecommuter to come to the office. Reasonable notice of upcoming meetings will be given to those employees. If a face-to-face work group meeting is necessary, it is the telecommuter's responsibility to attend the meeting at the office.

Equipment

Prior to finalization of this telecommuting agreement, it shall be established that the staff member will verify that s/he has appropriate equipment, software and connectivity to adequately complete their work.

U-M equipment is for University-related projects only. You may not use company equipment for unlawful purposes or for work for other employers, nor may other persons use it.

Any hardware or software purchased by the University remains the property of the University and will be returned to the University on request; products developed while telecommuting are the property of the University.

Equipment provided by U-M will be maintained by the University. _____ is not responsible for the temporary loss of telecommuting days due to equipment maintenance or repair, and the telecommuter is expected to report to the office or obtain approved leave in such a circumstance.

Equipment no longer used by a telecommuter must be returned on his or her next day in the office.

Software used by a telecommuter is subject to the same U-M restrictions on duplication and unauthorized use as software used in the office. Software and configuration for work at home on non-University-owned equipment is the responsibility of the staff member. Computing Support will provide general documentation but will not troubleshoot connectivity issues.

The University assumes no responsibility for the repair, maintenance, or replacement of personally-owned equipment used for telecommuting. If loan equipment is available during the repair period, then the employee may continue telecommuting. However, if there is no available loan equipment, then the employee must work at the office.

Visits

Health and safety inspections of the home office may need to be arranged between the employee and U-M. _____ reserves the right to visit the employee home office without notice in order to retrieve equipment that the employee has not returned after being requested to do so.

Security of Information

Employees may not compromise the confidentiality or security of University information due to telecommuting, remote computer access, and so on. The employee must comply with the policies and guidelines of proper use of information technology found in the Standard Practice Guide and any other guidelines issued by the University in general or _____ in particular. Breaches of information security, whether by accident or design, while telecommuting must be reported promptly and may be cause to abrogate the option and/or for disciplinary action.

Reimbursements and Telecommuting Expenses

Telecommuters must obtain supplies stocked at _____ and will not be reimbursed if they are obtained elsewhere.

Expenses not specifically covered above will be dealt with on a case-by-case basis, taking into account the reasonableness of the expense, the overall budget for the program(s) (both telecommuting program and work group budgets). The employee cannot be assured of reimbursements for expenses not approved in advance.

Domestic Care

During established work hours, the telecommuter agrees that family care demands shall not compete with work except in the case of an emergency (see "Work Hours," above). Telecommuting will not be a substitute for day care provision.

Tax Liability

Any and all tax implications of telecommuting are entirely the responsibility of the telecommuter.

Telecommuters are encouraged to seek professional advice in this area.

Local Zoning Ordinances

The telecommuter is responsible for observing any municipal zoning ordinances regulating the performance of work at home for telecommuting purposes.

Commitment by employee:

The information I have provided in Part I of this Telecommuting Work Agreement is accurate and will be followed on a regular basis or under the discretion of my primary manager. If any information changes, it is my duty to inform my primary manager and initiate the completion of an updated agreement. I understand that my up-to-date telecommuting agreement will be in my Human Resources personnel file.

I have read and understand Part II of this agreement, and I agree to the duties, obligations, responsibilities, and conditions for telecommuters described in these documents. I understand that all U-M policies apply to off-site work locations.

I agree that, among other things, I am responsible for establishing specific telecommuting work hours (times that staff know they will be able to reach me); furnishing and maintaining my remote work space in a safe manner; employing appropriate telecommuting security measures; and protecting University assets, information, confidential materials, and systems.

Duration and Termination of Agreement:

I understand that my primary manager or (Department) may at any time change any or all of the conditions under which I am permitted to telecommute, or withdraw permission to telecommute for any reason or no reason. I also understand that I may at any time request a change or changes to my work hours, work days, or work location for consideration by my manager and _____. Any such changes to the terms agreed upon herein are subject to written approval by _____.

Limitations and Liabilities:

I understand and agree that I am liable for property damages and injuries to myself and third persons at the telecommuting site. I agree to indemnify and hold the University and all or any of its representatives harmless from and against any and all claims, demands, judgments, or liabilities (including any related losses, costs, expenses, and legal fees) resulting or arising from or in connection with any injury and damage (including death) to any person or property, caused directly or indirectly by the my willful misconduct, negligent actions or performance of my duties and obligations under this agreement, except where liability arises solely from the negligence and misconduct of the University.

Employee's signature: _____

Primary Manager's signature: _____

Human Resource Consultant's signature: _____

Flex Place/Telecommuting Safety Checklist: Part III

General Recommendations

- Dedicate an area in your home or alternate work site that you will use for the sole purpose of maintaining your workstation. You should clearly identify this area prior to beginning work at the remote location.
- Agree with your manager on the hours you will consider “work time.” If you must be present in the office periodically, clearly identify when the office workstation is the place of employment when applicable.

Workstation Design

- Adjust your computer screen so that it is approximately 18-26 inches from your eyes and its height is slightly below eye level.
- Reduce the risk of an injury by keeping your work area clean.
- Keep walkways clear and avoid clutter to reduce the risk of a slip or fall.
- Use power strips to avoid tangled extension cords.
- Ensure that all electrical cords are in good condition.

Postural Considerations

- Keep your head straight and elbows bent at 90 degrees when using a keyboard. Always keep wrists in a neutral (straight) position.
- Keep feet flat on the floor and relax neck and shoulder muscles to minimize stress.
- Alternate work tasks, rotate activities, and take periodic mini-breaks to rest muscles.
- Sit with your head, neck, and back upright. Support your lower back with a pillow, if needed.
- When lifting, keep the load against your body and lift with your legs, not just your back.

I have read, and will do my best to comply with, these health and safety recommendations.

Employee's signature: _____

Date: _____