



# Telecommuting and Remote Work Policy - Non-Instructional Staff

## Philosophy of this Policy

With the sudden arrival of COVID-19 in Michigan, most EMU employees quickly transitioned to remote work. While such extreme circumstances may at times require remote work, it is typically a voluntary work arrangement in which eligible employees receive authorization from their supervisor, dean or department head to fulfill their job responsibilities at a site other than their onsite work location during regularly scheduled work hours for a predetermined period. The scope of this policy covers such voluntary telecommuting and remote work arrangements. EMU intends to maximize the value of remote work for all constituents, and to provide clear guidance for accountability, implementation, and use of remote work. There are clear advantages, and some costs, to remote work. Careful planning, and the thoughtful implementation of this Policy, should result in safer and healthy work environments, increased staff work-life balance, enhanced productivity and service to students and employees, and improvements in environmental sustainability.

## Preamble

This policy is subject to modification based on current laws, regulations, and advisories that may be issued from time to time by federal, state, or local governments or governmental agencies. This preamble may be amended from time to time to reflect such modifications. Based on an emergency rule issued by the Michigan Occupational Safety and Health Administration (MIOSHA) on October 14, 2020, and subsequent guidance, employers, including EMU must prohibit in-person work for employees to the extent that their work activities can feasibly be completed remotely. As a result, any principles, procedures, and requirements that are inconsistent with this emergency rule are suspended until the emergency rule is lifted or otherwise rescinded.

The emergency rule does not apply to essential services for instruction and educational operations as it relates to students and the overall operations of campus. Employees working in these areas may continue to work on campus subject to approved Safe Return plans as applicable as it is not otherwise feasible for these employees to work remotely. In the event that other employees seek accommodations due to a lack of feasibility related to remote working, requests must be reviewed by the Department Head/Executive Council member in consultation with the University's Chief Human Resources Officer, General Counsel, or assignee. Approved accommodations due to lack of feasibility must be documented by the department and included as an addendum to their Safe Return plan.

Additionally, the emergency rule has no impact on the continuity of University operations, and the implementation of the emergency rule does not constitute a campus closure.

## Guiding Principles

- 1) **The process of making decisions (about what departments, roles, and employees utilize remote work or telecommuting) is equitable and based on careful role analysis and safety needs.** All managers are expected to consider all needs for and requests for remote work arrangements and assure an equitable process is in place across their units (but they are not obligated to offer remote work to, or approve all employee requests for, remote work.) The decision process must be based upon the safety and health needs of the unit and the need for on campus presence. To assure equity, an appeals process will be made available to all employees.
- 2) **Remote work may not be appropriate for every role or position.** If a job requires an employee to be onsite for specific reasons full-time or at regularly scheduled times, then remote work may not be appropriate. Innovative thinking is encouraged, however, with the use of technology now enabling many jobs to be accomplished at a high-quality level from home.
- 3) **Remote work, whether full-time or for a part of the work week, should produce a net-neutral or net-positive effect** on the University's results and the work environment.
- 4) **Remote work arrangements are not indefinite, but rather should be reconsidered as the needs of the workplace change.** These arrangements should NOT be considered permanent, however, the University may wish to utilize remote work for other reasons in the future.
- 5) **Note:** If an employee is seeking a remote work arrangement to manage a health or care-giving-related situation for themselves or a family member, the employee should consult with HR to determine if their situation would be more appropriately considered under the Family Medical Leave Act (FMLA) or should be explored as a reasonable accommodation under the Americans with Disabilities Act (ADA).

## Reason for Policy

The intent of this policy is to provide guidance to both employees and their supervisors when a telecommuting or remote work arrangement may be considered given health and safety issues or other circumstances within the workplace. Where EMU determines it is operationally feasible or in some cases necessary (while protecting service to students and maintaining productivity and engagement), telecommuting/remote work may be approved consistent with this policy and in an equitable manner. Remote work, however, is not an employee entitlement.

## Section 1 – General Guidelines

The University considers telecommuting or remote work to be a viable alternative work arrangement in cases where the individual employee, the job, and the supervisor are well-suited to such an arrangement. Not all employees and positions are suitable for telecommuting or remote work. Suitability for telecommuting or remote work is based upon the individual employee as well as the employee's position and is to be determined by the employee's supervisor and approved per this policy. Informal telecommuting or remote work arrangements, such as working on the road during business travel, do not require the completion of EMU's Telecommuting and Remote Work Agreement. Formal telecommuting or remote work arrangements, which are long-term, short term, and/or reoccurring, or if made as a response to a future campus crisis or the result of a future

wide-spread outbreak or event (such as the recent COVID-19 epidemic of 2020), require the completion of EMU's Telecommuting and Remote Work Agreement.

- Employees are expected to work their normal work schedule, unless they receive their manager's prior approval to adjust their schedule (see Procedures and Items Checklist below).
- Employees need to remain productive and responsive during their scheduled work hours.
- Employees are expected to maintain a presence with their department, division, or school while working remotely. Presence may be maintained by using appropriate technology including but not limited to a computer, email, telephone, messaging applications, video conferencing, instant messaging, Google G Suite, and/or text messaging. The employee is expected to maintain the same response times as if they were at their regular EMU location and will make themselves available to attend scheduled work meetings as required and/or requested.
- Employees must have a working telephone or cellphone at their remote location. *Employees may use EMU's Jabber (virtual VoIP phone application available from I.T.) or they must ensure that incoming calls to their office phone are forwarded to their remote location phone, mobile phone or voicemail-to-email.*
- Personal tasks and errands should only be performed during the employee's scheduled breaks and lunches.
- Whenever possible employees should be using a University issued computer to perform their duties (*See IT Technology for Remote Work*). The University is not responsible for operating costs of any personal equipment (including, but not limited to, computers, printers, personal devices, cellular or standard telephones), home maintenance of personal equipment, or any other incidental costs (utility provider costs, telephone costs, internet costs or for any supply costs used in the home) associated with an employee fulfilling responsibilities pursuant to a voluntary alternative work arrangement under this Policy.
- Employees using University issued property need to complete an *Off-Campus Agreement Form* filed with IT and/or their supervisor.
- Expectations of the supervisor (the person to whom the employee directly reports) should be clearly communicated to all remote employees, and weekly check-ins at a minimum should occur.
- Supervisors with remote employees will work to maintain a sense of all one team utilizing online meetings and other technologies and techniques.
- At the request of the supervisor, or the employee, the elements of a remote work or telecommuting agreement may be modified by mutual agreement reflected in a new/updated remote work or telecommuting agreement.
- This Policy is not intended to affect any rights or obligations included within any collective bargaining agreements. Remote work arrangements are voluntary and bargained-for employees may continue to exercise any rights afforded them in collective bargaining agreements.

## **Section 2 - Procedures**

- 1) Proposals for Remote Work or Telecommuting arrangements may take place in one of two ways:
  - a. An employee who desires such a work arrangement submits a written email request to their supervisor/dean/department head, which submission should include a proposed EMU Telecommuting and Remote Work Agreement.
  - b. When a supervisor/dean/department head believes a remote work arrangement may be advisable in dealing with the safety and health of their work area and employees, after a careful analysis of the specific roles reporting to them (see Remote Work and Telecommuting Analysis Spreadsheet), they will discuss this need with the appropriate employees. In most cases - and in all cases involving bargained-for employees - remote work arrangements will remain voluntary.
- 2) The manager and employee will determine if the arrangement is Informal or Formal (*see definitions section below for clarification on the meaning of Formal and Informal*).
  - a. If the requested arrangement is deemed Informal, completion of EMU's Telecommuting and Remote Work Agreement is not required, but the arrangement must be documented by the supervisor.
  - b. If the arrangement is Formal and/or pursuant to a future campus or community crisis, meaning that it is ongoing on a consistent basis for an indefinite period, the supervisor and employee must evaluate the suitability of a telecommuting or remote work arrangement, paying particular attention to the **Guidelines** listed in this Policy. Once the arrangement is agreed upon between the supervisor and employee, a Telecommuting and Remote Work Agreement form will be completed, documenting the elements of the proposed arrangement. (*See below for a list of items to be discussed and documented when appropriate.*)
  - c. The supervisor will forward the agreement onto the dean or department head for approval.
- 3) The supervisor/dean/department head determines if the telecommuting request is denied or granted. All parties (two levels of administration and the employee) must sign-off on agreement for it to be valid.
- 4) If the request is denied, the reason for denial must be detailed in writing in the space provided on the Agreement. The employee may appeal this decision to the appropriate Human Resources area for review at this time. The employee, with their supervisor's support, may send another request if the employee experiences a change in job responsibilities and/or procedures that could allow them to qualify for a telecommute or remote work arrangement.
- 5) If the request is granted, the supervisor must send an electronic copy of any signed agreement to their University Human Resources business partner.

- 6) University Human Resources staff will maintain a record of these agreements for future reference.

### **Items to be Discussed in the Telecommuting and Remote Work Agreement**

#### 1) Assessment of department and employee suitability:

- What work is done by that employee, and is that work conducive to be completed effectively and efficiently from an alternate work location?
- Are resources and equipment needed on a regular basis and, if so, can flexible scheduling allow for use of those resources in the office on an as needed basis (i.e., fax, scanning, printing...)?
- Can the same level of service be provided while this work is performed remotely?
- Examples of jobs that may be more suitable for telecommuting or remote work arrangements include those that have minimal face-to-face interaction or those that involve a lot of data entry.
- Examples of jobs that may not be as suitable for telecommuting or remote work arrangements include those that require frequent face-to-face interaction, onsite customer support, a consistent need to access on-campus scanning, printing, faxing resources, or access to onsite confidential documents.

#### 2) Alternative Scheduling Possibilities: *(any alternative scheduling arrangement needs to take into account responsibilities under any applicable collective bargaining agreement)*

- Working in shifts?
- Rotating days at home and in the office?
- Maintenance of on-campus schedule
- Each person in a given role may work from home on a specific, yet alternating schedule  
Example: Every other week?
- Maintain one or two representatives in the office for each team, all others remote
- Does this schedule look the same all year or can it be altered May, June, July, August?
- Does this schedule comply with the provisions of any applicable collective bargaining agreement?
- Discuss and agree upon the number of telecommuting or remote days allowed each week, the work hours and schedule that the employee will customarily maintain, and the manner and frequency of regular communication (i.e. via phone, video conferencing, and/or in person, etc.) with the supervisor and others in the department, University, vendors, etc.
- Telecommuters or remote workers must be as accessible as their onsite counterparts during their agreed-upon regular work schedule, regardless of work location. Telecommuters may be required to work at their onsite location for meetings, events, and other situations deemed necessary by their supervisors, with 48-hour minimum notice when possible or according to applicable notice provisions in collective bargaining agreements, whichever is longer..
- Per Internal Revenue Service rules, when telecommuters or remote workers are required to commute to their onsite work location they are not eligible to receive reimbursement for such travel.

3) Accountability and responsibilities

- Use of feedback check-in discussions and the performance appraisal system should be used for accountability

4) Equipment

- Please see the [Technology Resources for Remote Work](#) document
- Supplies should be obtained from the department where the employee is employed.
- Like their onsite counterparts, telecommuters and remote workers must adhere to EMU's [IT Information Security Policies](#).

5) Characteristics of Alternate work location

- EMU is not responsible for costs associated with setup of telecommuters' alternate office spaces, such as remodeling, furniture or lighting, or for repairs or modifications to alternate office spaces. This includes ensuring and maintaining an ergonomically appropriate and safe remote worksite. Employees should review and utilize the following resources for the purpose of assessing and maintaining their remote worksite in a safe and ergonomically appropriate manner: (a) this [Ergonomics Education](#) website and (b) this [Workplace Ergonomic](#) video.
- Hoteling, or telecommuting from another location on EMU campus, may be an option as an alternate work location. These workspaces may not be altered, and employees who use them must use EMU's equipment. Employees who wish to "hotel" should work with their supervisor and contact the appropriate person in-charge of the other EMU location for specific procedures.
- Telecommuters or remote workers should not hold business visits or in-person business meetings at their alternate work location unless approved by their supervisor or unless they are traveling and conducting University business.
- Alternative work location should include, at the employee's expense:
  - Reliable internet access and equipment necessary to complete agreed upon remote work tasks; and
  - The opportunity for the employee to be reliably available for meetings.

6) Resolution of disputes over Remote Work and Telecommuting Agreements

- Any dispute over the elements of a Remote Work Agreement will be resolved or decided upon with the appropriate HR representative, based upon the principles of an equitable decision-making process, and the input of the parties involved in the dispute. The decision made by HR is final, subject to any additional processes that may be available to employees through other applicable University policies or procedures or collective bargaining agreements.

**RELEVANT TECHNOLOGY RESOURCES**

Resource	Description	Access Link(s)	More Info
Duo Security	Duo is the two-factor authentication system used by EMU to protect against phishing and other scams.		<a href="#">Duo Tips / Common Issues</a>
VPN	The VPN is used to connect to Banner and related systems, Z: drive, Jabber and other restricted access resources.	<a href="http://webvpn.emich.edu">webvpn.emich.edu</a> <a href="http://webvpn2.emich.edu">webvpn2.emich.edu</a>	<a href="#">VPN Support and Request Access</a>
Zoom	A video/audio conferencing solution provided to all University employees and students for scheduling and participating in virtual meetings.	<a href="http://emich.zoom.us">emich.zoom.us</a>	<a href="#">Zoom Support</a>
Jabber (Virtual VoIP Phone)	A virtual phone application that allows employees to use their computer to make/receive calls using their assigned EMU phone number without using their personal phone.		<a href="#">Learn More and Request Access</a>
VoiceMail	Learn how to access VoiceMail from anywhere.		<a href="#">VoiceMail Guide</a>
Google G Suite	G Suite is a set of web-based tools used for communication and collaboration. It brings together email, calendars, contacts and groups, as well as functions such as word processing, presentations, spreadsheets, and file storage.	<a href="http://google.emich.edu">google.emich.edu</a>	<a href="#">More info about GSuite Apps</a>
Google Chat	Google Chat allows anyone at EMU to communicate with other members of the community either one to one or using a "chat room" to chat with groups, teams or departments. Google also provides Chat Apps for iPhone and Android devices so you can communicate anywhere.	<a href="http://chat.emich.edu">chat.emich.edu</a>	<a href="#">Learn more about Chat</a>

Google Meet	Google Meet is an audio/video conferencing solution available to all EMU employees.	<a href="http://meet.google.com/">http://meet.google.com/</a>	<a href="#">Training and Help</a>
Google Drive	Access your Google Drive files from anywhere.	<a href="drive.emich.edu">drive.emich.edu</a>	<a href="#">Learn More about Drive</a>
Z: Drive	When connected to the VPN, use these instructions to map the Z: drive and access files stored on the university file sharing system or Z: drive.		<a href="#">Learn how to access Z: Drive</a>
ZendTo Secure File Sharing	EMU ZendTo is a web based tool that allows EMU employees to securely exchange files with other EMU employees, or with those outside the University. ZendTo uses complex encryption to secure files and permits users to share files much larger than those one can send via email.	<a href="files.emich.edu">files.emich.edu</a>	<a href="#">Learn More about ZendTo</a>
Parking Lot WiFi Access	If you need reliable Internet Access, use this link to learn where to access WiFi services from parking lots located at most Michigan public universities.	<a href="https://tiny.emich.edu/wifiparkinglots">https://tiny.emich.edu/wifiparkinglots</a>	
Desktop / peripheral Checkout	Use this form to check out any University owned desktop computing equipment or peripheral that you may need to take to use at your remote work site.	<a href="#">Check Out Form</a>	
Loaner Laptop Request	Request a loaner laptop for use when working remotely during remote operations. Please note that the small supply of loaner equipment may be quickly requested/assigned.	<a href="#">Request Form</a>	
Secure Remote Work Tips	Basic tips to assist you in securing your remote work environment.	<a href="http://www.emich.edu/it/security/remoteworksecurity.php">www.emich.edu/it/security/remoteworksecurity.php</a>	
Sensitive Data Guide	Reference Guide for determining what data types are permitted to be stored in different EMU systems.	<a href="http://tiny.emich.edu/dataguide">tiny.emich.edu/dataguide</a>	

EMU System Status Page	EMU System Status page lists information about scheduled maintenance and unplanned outages for major EMU systems.	<a href="http://status.emich.edu">status.emich.edu</a>	
University Licensed Software	Employees are eligible to install certain software (like Microsoft Office) on their personal computers free of charge.	<a href="http://www.emich.edu/it/help/licensed_software.php">www.emich.edu/it/help/licensed_software.php</a>	
I.T. Service Portal	Submit help requests (Create Incident), submit common Service Requests, or search for common Information Technology Solutions.	<a href="http://itservice.emich.edu">itservice.emich.edu</a>	
Password Mgt.	Activate/Change your NetID Password. Reset your forgotten password or update your "Alternate Email" used for forgotten passwords.	<a href="http://account.emich.edu">account.emich.edu</a>	
I.T. Policies	All I.T. Policies are maintained in the PolicyTech System for easy searching and browsing.	<a href="http://emich.policytech.com">emich.policytech.com</a>	

As always, please review all pertinent EMU policy and procedures listed below:

- Payment Card Procedures  
<https://www.emich.edu/controller/payable/docs/APPaymentCardProcedures.pdf>
- Most Commonly Questioned Purchases  
<https://www.emich.edu/controller/payable/docs/APMCQP.pdf>
- Accounts Payable Procedures  
<https://www.emich.edu/controller/payable/docs/APProcedures.pdf>
- Travel Policy  
<https://www.emich.edu/controller/payable/aptravel.php>

**OTHER—**

- Telecommuters and remote workers' employment terms and conditions are not affected by changing to or from a telecommuting agreement.
- Telecommuting or remote working is not a replacement for dependent care.
- Telecommuters and remote workers are solely responsible for the tax and legal implications of the use of their alternate work location for business purposes and are

solely responsible for any IRS, state, and local government regulations and restrictions.

- The following EMU offices must be notified prior to an employee telecommuting or working remotely outside the State of Michigan (except in the case of temporary business travel of 14 days or less):
  - a. [Manager of Payroll and Tax](#)
  - b. [Human Resources - Labor and Employee Relations](#)
  - c. For Workers Compensation purposes, [Legal Affairs](#).
- The availability of telecommuting or remote work as a flexible work arrangement for EMU employees can be modified or discontinued by EMU at any time. Additionally, employees or their supervisors can discontinue telecommuting or remote working arrangements at any time, upon two-week's notice. There may be certain circumstances - such as in the case of an emergency - when no notice is possible.

**Definitions**

**Term**

**Definition**

**Employee**

For the entirety of this policy, a full-time or part-time EMU staff or faculty member; not an EMU affiliate.

**Alternate Work Location**

A location other than the onsite work location from which employees telecommute (e.g. employees' homes, hotels while traveling on University business).

**Telecommuting or Remote Work**

Unless mandated by the position supervisor or Vice President, telecommuting or remote work is a voluntary work arrangement determined by managers in which eligible employees agree to fulfill their job responsibilities at a site other than their onsite work location during regularly scheduled work hours for an indefinite or finite period.

**Informal Telecommuting or Remote Work**

Informal Telecommuting or Remote Work arrangements are short-term and temporary and do not require the completion of EMU's Telecommuting and Remote Work Agreement.

**Formal  
Telecommuting or  
Remote Work**

Formal Telecommuting or Remote Work arrangements are long-term and/or recurring and require the completion of EMU's Telecommuting and Remote Work Agreement.

**Emergency  
Telecommuting  
or Remote Work**

A serious and/or unexpected event or situation requiring an immediate need for telecommuting or remote work often in response to a campus crisis or incident such as the recent COVID-19.

**Telecommuter  
or Remote  
Worker**

An EMU employee who telecommutes or works remotely.

**Rules and Guidelines**

Established to ensure the effectiveness and safety of telecommuting and contained in this Policy.

**Equitable  
Process &/or  
Decision**

An equitable process is one in which the manager or supervisor adheres to the rules of a fair process, meaning that they use reasonable criteria to apply to each case where a decision must be made. Such a process should allow the employee to have a voice, giving the employee the chance to express their opinions and views during the course of decision-making.

Additionally, an equitable process and/or decision allows for an appeals process if an employee believes the process has worked ineffectively. Finally, the procedures used to make a decision should be neutral, consistently applied, and based upon accurate information, so as to suppress any possible bias. This equitable process must follow all applicable University policies and procedures and applicable collective bargaining agreements.

## **Responsibilities**

### **TELECOMMUTERS/REMOTE WORKERS**

- 1) Carrying out the same work duties while working at their onsite location.
- 2) Being available at normal or agreed-upon work hours.
- 3) Notifying immediate supervisor if telecommuting or working remotely outside of Michigan.

### **SUPERVISORS**

- 1) Determining whether telecommuting or remote work arrangements are appropriate for employees and the department, subject to the approval of the dean/department head.
- 2) Determining whether telecommuting or remote work arrangements are formal or informal.

- 3) Requiring employees who request a formal telecommuting or remote work arrangement to sign the Telecommuting and Remote Work Agreement and sending a copy of the signed agreement to University Human Resources.
- 4) Setting clear expectations and regular meetings with employees to ensure their availability, schedules, communication protocols and methods, engagement, etc.
- 5) Regularly evaluating telecommuters' or remote workers' work performances to determine if the arrangement is still feasible.
- 6) Revoking telecommuting or remote work arrangements as needed.
- 7) If employee is working outside of the State of Michigan, notifying: (a) the [Manager of Payroll and Tax](#), (b) [Human Resources - Labor and Employee Relations](#), and (c), for workers compensation purposes, [Legal Affairs](#).

**DEANS/DEPARTMENT HEADS**

- 1) Approve or deny any formal telecommuting or remote work agreement for their area of supervision.
- 2) Support supervisors in their management of remote employees.

**HUMAN RESOURCES**

- 1) Human Resources is available to answer additional questions and to provide guidance as needed.

To request a flexible work arrangement where the employee works from home (or another location):

- 1) Review information regarding telecommuting and remote work arrangements, including EMU's Telecommuting and Remote Work Policy for Non-Instructional Staff.
- 2) Meet with supervisor to discuss the possibility of telecommuting or remote work arrangement.
- 3) Complete all sections of this form.
- 4) Sign forms and obtain supervisor and department head signatures.
- 5) Submit a copy to University Human Resources-Labor and Employee Relations for the employee's personnel file.

Telecommuting and/or remote work arrangements must comply with all applicable Rules & Guidelines and collective bargaining agreements regarding overtime, holidays, vacation leave and sick time.

Date Submitted: \_\_\_\_\_ Requested Start Date/Renewal Date: \_\_\_\_\_ End Date: \_\_\_\_\_

- Select One:
- This is a request to renew a current telecommuting/remote work agreement.
- This is a request to propose a new telecommuting/remote work agreement.

**Employee Information**

Name: \_\_\_\_\_ Department: \_\_\_\_\_

Employee ID: \_\_\_\_\_ Supervisor Name: \_\_\_\_\_

Eclass/Grade: \_\_\_\_\_ Supervisor's Phone Number: \_\_\_\_\_

Position Title: \_\_\_\_\_

This Telecommuting and Remote Work Agreement specifies the conditions applicable to an arrangement for performing work at an alternate workplace on a regular basis. This agreement is at the discretion of the department head/supervisor/manager and is subject to ongoing review. This agreement may be subject to modification or termination at any time based on performance concerns or business needs. It may be withdrawn or terminated by any party upon two weeks (2 weeks) written notice, or as business needs change.

**PROPOSED WORK SCHEDULE** (if your schedule is changing, please note that it will remain in effect until employee/supervisor/manager take action to change it.)

**A. Department** - Days and hours when the employee is normally expected to work on-site are:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Time In/Out*							

\*Non-exempt employees must record actual time agreed upon to work into Web Time Entry as before.

**B.** The alternate workplace is located at:

*(Employee must provide mailing address of alternate workplace location above and update upon any change in location.)*

**C. Alternate Workplace** - Days and hours when the employee will normally work off-site:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Time In/Out*							

\*Non-exempt employees must record actual time agreed upon to work into Web Time Entry as before.

The employee recognizes that the supervisor reserves the right to assign other work within the employees' classification specification, as necessary and in accordance with any applicable collective bargaining agreements, at any previously agreed upon workplace. Job responsibilities, standards of performance and performance appraisals remain the same as when working at the regular University work site. All employee duties and assignments are authorized to be performed at this alternate workplace unless otherwise set forth below.

*List of duties or assignments that must still be performed on campus:*

The employee understands that all obligations, responsibilities, terms and conditions of employment with the University remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement. I hereby affirm by my signature that I have read (in their entirety) this Telecommuting and Remote Work Agreement for Non-Instructional Staff as well as the corresponding Telecommuting and Remote Work Policy – Non-Instructional Staff, and understand and agree to all of the provisions outlined in both documents. I further attest that I have read and understand all provisions contained in items 1-11 below of this Telecommuting and Remote Work Agreement for Non-Instructional Staff that are stated after this signature section of this document.

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Employee Signature

Date

Employee Name (Print Legal Name)

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Supervisor Signature

Date

Supervisor Name (Print Legal Name)

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Department Head Signature

Date

Department Head Name (Print Legal Name)

1. The employee agrees to remain accessible during designated work hours, and understands that EMU retains the right to modify this Agreement on a temporary basis as a result of business necessity (for example, the employee may be required to come to the department's office on a particular day—advanced notice will be given whenever reasonably possible).
2. Additional hours involving overtime (for non-exempt employees only) at any workplace must be approved in advance by the supervisor.
3. All applicable collective bargaining agreements, EMU Work Rules, EMU Board Policies as well as any departmental policies or procedures remain in full force and effect during the term of a Telecommuting and Remote Work Agreement. Among those policies that may be applicable are the Accounts Payable Procedure, Payment Card Policy, Most Commonly Questioned Purchases and Travel Policy. These specific policies are located online here: <https://www.emich.edu/controller/payable/index>.

NOTE: Any and all State and Federal emergencies and mandates may override the provisions of this agreement.

4. The employee agrees that in-person work-related meetings will not be conducted at the alternate workplace unless prior approval is received from supervisor. Whenever possible all work-related meetings should be conducted via available technological means (i.e., Zoom, Google Meets, telephone, etc.).
5. The employee agrees to make any arrangements necessary to ensure that the employee is able to apply their full attention to their duties and assignments, during the days and hours that the employee works at the alternate workplace.
6. The employee agrees to maintain a safe and secure remote work environment. In signing this Agreement the employee verifies that the telecommuting work location provides a workplace that is free of safety and fire hazards.
7. The employee agrees to report any work-related injuries to the supervisor at the earliest opportunity. The employee agrees to hold the University harmless for injury to others at the alternate workplace. The University's liability for job - related accidents will continue to exist if the injury was incurred in the course and scope of the employee's job duties and during the employee's scheduled hours of work (as articulated within the telecommuting agreement) since the employee's home office shall be considered an extension of the regular University work site. The employee agrees to hold the University harmless for injury to others at the alternate work site.
8. The employee understands that all equipment, records, and materials provided by the University shall remain the property of the University. The employee agrees to use University-owned equipment, records, and materials for purposes of University business only, and to protect them against unauthorized or accidental access, use, modification, destruction, loss, theft, or disclosure. Incidental personal use is not permitted to interfere with the use of the equipment for University business. The employee will implement steps for good information security in the alternate workplace setting, and will check with their supervisor or their Human Resource Business Partner when security matters are an issue. The employee further agrees to report to the supervisor and University Human Resources instances of loss, damage, or unauthorized access at the earliest opportunity.

9. The University will provide for repairs to University equipment when damage to that equipment is incurred by an employee during the course and scope of their job duties and during the employee's work hours. When the employee uses personal equipment, software, data, supplies and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor.
10. The employee is responsible for the safety and security of the above-named items at the employee's home. This includes maintaining data security and record confidentiality in the same manner as when working at the regular University work site. The employee may not duplicate University-owned software and will adhere to the manufacturer's licensing agreement.
11. All University equipment will be returned to the University by the employee for inspection, repair, replacement, or repossession within seven (7) working days of written notice. The employee also agrees to return University equipment, records, and materials within seven (7) working days of termination of this Agreement.