

## **Remote Work Agreement**

**Employee Name:**

**Employee ID#:**

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**Employer/Ministry:**

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THIS AGREEMENT, effective as of the date it is signed below, specifies the terms and conditions applicable to the arrangement for Employee to perform work for and/or on behalf of Employer at a Remote Work Site. In addition to this Agreement, Employee agrees to adhere to Employer's Remote Work Policy, Trinity Health HR Operating Policy No. 460, as well as all other applicable Employer policies and procedures. Capitalized terms used but not defined in this Agreement shall have the meaning stated in Employer's Remote Work Policy.

This Agreement is being completed for one of the following arrangements (select one):

- ☐ Intermittent Remote Work: Working remotely less than 50% of normal work schedule, whether regularly scheduled (*e.g.*, once per week) or occasionally, as needed.
- ☐ Regular Remote Work: Regularly working remotely for 50% or more of normal work schedule.

Employee agrees as follows:

1. I understand that this Agreement may be modified, terminated, or revoked by the Employer at any time, with or without reason. I understand that if this Agreement is terminated, Employer will give me notice. I further agree to execute a revised Agreement upon Employer's request.
2. This Agreement is not a contract of employment and does not change my "at-will" employment status. Either Employer or I may terminate my employment at any time, for any reason, with or without cause, subject to the terms of any applicable collective bargaining agreement. This Agreement shall automatically terminate if Employer's management notifies me that I must return to my assigned on-site work location, if applicable.
3. I acknowledge that Employer has provided me with appropriate equipment or technology, which was assigned to me at my on-site work location, or is otherwise necessary for use at my Remote Work Site to perform my job with Employer (*e.g.*, web cameras). I will identify each item of equipment on the Equipment Inventory/Asset Collection Form, if requested. I understand that all equipment, documents, records, and materials (including files, manuals, forms, etc.) provided by or on behalf of Employer or developed by me during the course of my employment with Employer (collectively, the "Employer Equipment and

Information”) shall remain the property of Employer. I further understand that only I am authorized to use the Employer Equipment and Information, and that the Employer Equipment and Information must be used for Employer business purposes only and I accept responsibility for maintaining the security and confidentiality of the Employer Equipment and Information that are at the Remote Work Site. I agree to report instances of loss, damage, or unauthorized access to or use of the Employer Equipment and Information to my supervisor or manager at the earliest reasonable opportunity. Employer will provide reasonable maintenance of the equipment that is Employer Equipment and Information. I agree to return all Employer Equipment and Information within seven (7) days, or such other date agreed upon by Employer, of termination of this Agreement, my resignation from or transfer within Employer or outside of Employer to another entity in the Trinity Health system or upon any request by Employer, and understand that it is my responsibility to make arrangements with my supervisor or manager to return/retrieve any and all Employer Equipment and Information.

4. I understand and agree that my Remote Work Site will be my primary home address, as identified in Workday (or Employer’s other HRIS system), which I have reviewed and confirmed. I understand that I must notify my supervisor or manager if I intend to change the Remote Work Site for more than two (2) consecutive weeks (*e.g.*, due to a move or extended stay away from the designated Remote Work Site). I further understand that my Remote Work Site will be my principle work location for tax withholding purposes.
5. I understand that this Agreement does not change my normal work hours, which are established with my manager or supervisor. I agree to remain accessible during my designated normal work hours by phone, email and other ways specified and provided by Employer. If I am classified as non-exempt under the Fair Labor Standards Act, I understand and agree to:
  - accurately report all hours worked in a manner designated by Employer;
  - not work off the clock;
  - not work overtime without prior approval, in compliance with Employer’s policy and/or procedure regarding overtime/shift premium pay; and
  - take meal and/or rest breaks in compliance with applicable law and the Employer’s applicable policy and/or procedure.
6. I must obtain approval before taking paid time off or a leave of absence in accordance with Employer’s regular policies and/or procedures.
7. I understand that my presence may be required at the discretion of Employer’s management for meetings or for other purposes. I understand that I will be required to come to my on-site work location specified above or another designated Employer location, as requested by Employer’s management for meetings, project reviews, or other business purposes at whatever schedule that Employer’s management deems appropriate.
8. I understand that travel to my on-site work location, if applicable, for any reason will be considered commuting and is not reimbursable, such as travel time to the on-site work location and mileage. Travel to any other Employer or Trinity Health site required by Employer’s management will be reimbursed subject to Trinity Health’s Travel and

Business Expense Reimbursement Procedure, and/or any other Employer travel and business expense reimbursement policy and/or procedure.

9. In the event business travel is required due to job related activities, Employer will reimburse me for all reasonable and acceptable travel expenses consistent with Trinity Health's Travel and Business Expense Reimbursement Procedure, and/or any other Employer travel and business expense reimbursement policy and/or procedure.
10. I understand that this Agreement does not change the duties, responsibilities and conditions of my employment. I will continue to comply with Employer's Code of Conduct and policies, procedures, and deadlines while working at my Remote Work Site, and I am aware that Employer's policies and procedures are available on Employer's intranet site.
11. I am required to adhere to job performance standards agreed upon with my manager or supervisor and my job performance will be regularly reviewed pursuant to Employer's policies and procedures. I understand that I may be given specific deliverables on a specific timetable for when my work must be done when I work remotely. I acknowledge that performance or productivity standards provided under any prior remote work agreement remain in effect, unless otherwise agreed upon by my manager or supervisor. I understand that if I fail to meet performance standards or deadlines, I may be subject to corrective action, up to and including termination.
12. I understand that my salary and benefits remain the same while I am working remotely and are subject to the terms and conditions of any applicable plans, programs, policies, procedures, and/or arrangements, as amended from time to time.
13. I will maintain the Remote Work Site in a safe condition, free from hazards and other dangers to Employer property and myself. I also agree to provide Employer reasonable access to my Remote Work Site for purposes of maintenance of Employer-owned equipment and/or retrieval of Employer-owned property, as necessary. I understand that any cost associated with setting up and maintaining the Remote Work Site, including but not limited to internet access, is my responsibility, unless Employer is otherwise required to reimburse or offset such costs pursuant to state or local law.
14. Employer will not be responsible for operating costs, maintenance, or any other incidental cost (*e.g.*, utilities) whatsoever, associated with the Remote Work Site, unless otherwise required under state or local law. I agree that I am responsible for tax consequences, if any, of working remotely and this Agreement, and for conformance to any local zoning regulations. I am also responsible for compliance with any lease or rental agreements, home association bylaws, or similar rules and regulations that may prohibit Remote Work. I agree to promptly notify Employer of any such restrictions.
15. I acknowledge that I have received and signed a copy of Trinity Health's Information Services Procedure No. 1.1 – Acceptable Use. I understand and agree that I continue to be subject to the Trinity Health Information Services Procedure No. 1.1 – Acceptable Use as well as the Integrity and Compliance policies and procedures regarding proper handling of Protected Health Information (PHI). I further acknowledge and agree that I will securely

destroy (*i.e.*, shred) any confidential Trinity Health or Ministry documents at the Remote Work Site once they are no longer in use.

16. I agree to abide by any rules promulgated by Employer concerning the use of Employer systems, data and computer equipment (including protecting against computer “viruses”) and I understand that these rules may be changed at any time. I agree to follow any Employer procedures for network access set forth in the Information Services Procedure No. 1.1 – Acceptable Use and to take all necessary steps to protect the integrity of Employer systems, including but not limited to:
  - not making passwords available to anyone else, not allowing others to see passwords when I am working, and not posting passwords where others can see them;
  - not allowing any non-colleague to use or access my Employer-owned computer;
  - not allowing any non-colleague access to printed confidential information relevant to my job with Employer;
  - not duplicating any software provided by Employer or Trinity Health, including any copyrighted material;
  - logging off and powering down the Employer-owned computer at the end of each day; and
  - shredding any printed confidential information relevant to my job with Employer after use.
17. Employer will not be liable for damages to my property that may result from my Remote Work. Employer will not be liable for any injuries that occur at the Remote Work Site when I am acting outside the course and scope of my job duties. I agree to report any work-related injuries to Employer at the earliest reasonable opportunity. I understand that any injury occurring outside the Remote Work Site or while performing functions unrelated to my employment shall not be considered work-related. I understand that I remain liable for injuries or damage to the person or property of third parties and/or members of my family on the premises of the Remote Work Site, and agree to indemnify and hold Employer harmless from any and all claims for losses, costs or expenses asserted against Employer by such third parties or members of my family.
18. Employer will make work-related office supplies such as paper, pens, equipment (excluding printers), etc. available to me if essential to perform my duties at the Remote Work Site. These materials are to be picked up by me when at my on-site work location or other agreed-upon location, at times identified by Employer.
19. This Agreement is the only Remote Work Agreement between me and Employer, it supersedes and replaces any prior Remote Work or Telecommuting Agreement between me and Employer, and it can only be amended or modified by Employer.