



## Hybrid Work Arrangement Agreement

### I. CONTINUATION OF BASIC TERMS AND CONDITIONS OF EMPLOYMENT

- A. **Agreement Obligation.** This Agreement, its attachments, and any revisions are not contracts or promises of employment. Nothing in this Agreement guarantees employment for any specific term. The purpose of this Agreement is to document the terms upon which the university has approved a hybrid work arrangement.
- B. **University Discretion.** A hybrid work arrangement is a privilege and not an entitlement or a university-wide benefit and is granted at the sole discretion of the university.
- C. **Duration.** A hybrid work arrangement will be considered as a “trial basis” for the first three months. Subsequent approvals will be issued in full-year increments. Renewal of a hybrid work arrangement is not guaranteed and will be based on university, college/unit business needs as well as an assessment of the role and the employee’s performance.

Three-month trial period start date: \_\_\_\_\_ End date: \_\_\_\_\_

The hybrid work arrangement may be discontinued at any time at the discretion of the university. Every effort will be made to provide two (2) weeks’ notice of such change to accommodate issues that may arise from ending the hybrid work arrangement. However, there may be instances when no notice is possible.

The hybrid work arrangement will end if an employee changes roles/jobs within the university or moves to a different state or country.

- D. **Job Duties.** The Employee’s work status, essential job functions, and duties and responsibilities are not changed as a result of this Agreement. The Employee will remain obligated to comply with all university and departmental rules, policies, practices, and procedures, including but not limited to the safeguarding of confidential information.
- E. **Remote Work Location.** The Employee’s remote work location will be within a 90-mile radius from campus unless otherwise approved in advance by Human Resources. No out-of-country arrangements are allowed without the additional approval of the appropriate Executive Leadership Team (ELT) member.

Remote work location must be free from distractions. The Employee is expected to ensure the protection of confidential and proprietary university information accessible from their remote work location. This includes but is not limited to information and data about students, employees, and clinical patients.

1. **Potential Distractions.** Providing care to family members or other individuals during designated work hours is not permitted. The Employee acknowledges that these and other

potential distractions and conflicting demands must be resolved before the Employee begins a hybrid work arrangement.

**2. Employee’s Remote Work Location (provide full address)**

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F. **Compensation and Benefits.** The Employee’s compensation and benefits are unaffected by this Agreement.

G. **Work Hours and Schedule.** The total number of hours that the Employee works will not change, regardless of the work location. During the Employee’s scheduled work hours, the Employee shall remain available for timely communication with university personnel, including colleagues, supervisors, students, customers, outside stakeholders, etc.

<b>Days</b>	<b>WEEK ONE Work hours and location (on-campus/remote)</b>	<b>WEEK TWO Work hours and location (on-campus/remote)</b>
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

This work agreement is (check one):

Remote work 50% or less in a two-week period (i.e., 2 days/week or 5 of 10 days biweekly).

Remote work greater than 50% in a two week period but not fully remote (i.e., at least 3 days/week or at least 6 of 10 days biweekly). Eligible for part-time parking rates and preferences when on campus, processed for payroll as soon as practicable but not retroactively. Employee is surrendering a dedicated individual office or workstation on campus but will be provided access to touchdown or hotel space. Please provide campus address of vacated office/workspace here:

\_\_\_\_\_ Fully remote (i.e., works 100% remote). The definition of fully remote covers the requirements of the Federal Order by requiring that employees must be 100% remote and cannot access the campus including for on-campus university events. Employee is surrendering a dedicated individual office or workstation on campus. Please provide campus address of vacated office/workspace here:

1. **Approvals and Reporting Work Hours.** The Employee must obtain prior supervisor approval for working other than the designated work schedule, including any overtime, and such changes must be documented by the Employee and the Employee's supervisor. Non-exempt employees are always required to accurately report all time worked. Failure to accurately report all time worked (including overtime hours, whether or not those hours are approved by the supervisor) may result in the termination of the hybrid work arrangement along with potential disciplinary action.

Requests for vacation and other leave will be handled according to university and department policy. The Employee will notify their supervisor on a scheduled remote workday as promptly as possible if they are unable to work (remotely or on-campus). Hybrid work is not intended to be used in place of sick leave, Family and Medical Leave, or other types of leave.

- H. **Tax Implications.** The Employee acknowledges that they will be treated by the university as an employee within the State of Wisconsin for tax purposes. To the extent that any law other than the law of the State of Wisconsin or Federal law shall apply, the employee acknowledges their responsibility for fulfilling all tax requirements and any resultant costs.

- I. **Meetings and Interactions.** Job performance cannot be compromised by a hybrid work arrangement. Every effort must be made to ensure that the interactions between on-campus and remote personnel is effective and efficient for both parties. The following guidelines apply:

1. The Employee and Supervisor should agree in advance on which types of meetings may be conducted virtually and which should remain in-person with the Employee present. Consideration must be given to the nature and purpose of the meeting, as well as the preferred format of the stakeholder, especially if the meeting requestor is external to the Employee's department.
2. The Employee must ensure their Outlook Calendar is accurate and up-to-date with all appointments and the calendar is flagged as "working elsewhere" for remote workdays.
3. When attending meetings virtually, the Employee must ensure the meeting coordinator knows the Employee will be remote so proper technology accommodations can be made.
4. It is preferred that the Employee participates in Marquette-hosted virtual meetings on camera and with a headset that reduces background noise and to enhance confidentiality.
5. The Employee is expected to be accessible via their Marquette-issued computer and collaboration tools (Teams, IM, etc.) throughout their working hours just as if in the office. Mobile phones are not a suitable replacement for working with the full technology.

## II. EQUIPMENT AND SUPPLIES

- A. **Remote Office Furnishings and Maintenance.** Employees must ensure a safe and suitable remote workspace that is appropriately confidential and free of distractions and interruptions that may interfere with work. The Employee is responsible for all costs of establishing and maintaining

their remote work area. Marquette will not be responsible for the set-up of remote office space nor for repairs or modifications of office space. No university-owned furniture (chairs, desks, cabinets, etc.) may be removed from the campus location for use in a remote work location.

Employees must demonstrate the ability to protect university information while working remotely, including providing locked desks/cabinets, regular password maintenance, and any other measures appropriate for the job and work environment. The university reserves the right to inspect the hybrid work location designated in this agreement in cases such as the investigation of workers compensation claims.

Employees with a hybrid work arrangement where greater than 50% is remote will not be eligible for a dedicated individual office or workstation and will be provided access to touchdown or hotel space.

**B. Office Supplies.** Marquette University will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The hybrid worker should order supplies using the normal department protocols with supervisor pre-approval.

**C. Technology/Equipment.** The university will provide employees with a standard configuration which includes a laptop, software, and accessories appropriate for their job requirements and work schedule. It is understood that such equipment is the property of the university and is subject to the same business use restrictions as if it were on university property. The Employee will be liable for damages resulting from the unauthorized use or relocation of such equipment. The university will provide only one configuration to either be used at the on-site office or at a remote office. Additional accessories above what is provided will not be supplied.

The university recommends that employees use a headset to reduce background noise, improve sound quality, and ensure confidentiality. If the university provides a headset for a hybrid work arrangement, any office desk phone will be removed.

The Employee must provide:

1. High speed internet access
2. If using wireless, a wireless router sufficient to connect to Marquette resources
3. Phone lines (if not using IP phones)

List here all Marquette technology/equipment provided to the employee for use in their remote office location:

**D. Unauthorized Use of University Property.** The university work product, data, technology, equipment, supplies, and other property provided by the department are provided exclusively for use in performing work for the university. Such property may not be used by any person not employed by the university (including household members), except as may be required for business-related reasons and with supervisor approval. The Employee agrees to follow all university policies and procedures related to the management of university property and data.

Instances of loss, damage, or unauthorized access to university property or data must be immediately reported to the Employee's supervisor.

E. **Return of University Property.** All university work product, equipment, supplies, and other property provided must be returned promptly upon the department’s request. Upon termination of employment, all equipment, supplies, work product, data, and other university property must be returned to the department no later than ten days after the termination date. The university will reimburse the Employee for the reasonable cost of making such return.

### III. SAFETY

A. **Reporting of Injury.** Consistent with applicable university policy, the Employee must report any work-related injuries to their supervisor and the Office of Risk Management immediately, but no later than 24 hours after such injury. A university representative may inspect the remote work area as part of an investigation of any report of injury.

The employee is liable for any injuries sustained by visitors to their remote worksite and for non-work related injuries. The Employee acknowledges that they must maintain homeowners or renter’s liability insurance, proof of which may be requested by the university.

### IV. TERMS OF THIS ARRANGEMENT

All hybrid work arrangements are subject to ongoing review and may be terminated at any time. The university may terminate the hybrid work arrangement at its discretion. Where possible, supervisors should give employees advance notice of two (2) weeks if a decision is made to terminate the arrangement; however, advance notice is not required. Refusal to return to campus will be considered a voluntary resignation of employment.

### V. APPROVALS

By providing the required employee information at the bottom of this agreement, and as approved by the Employee’s immediate supervisor and the appropriate ULC member, the Employee acknowledges that the Employee has read, understood and will comply with the terms and conditions of this agreement.

This agreement does not create any contractual rights or entitlements but, instead, establishes conditions for permitting an Employee to qualify for and continue to exercise the privilege of a hybrid work arrangement. The university reserves the right to revise the content of this agreement or its terms, in whole or in part, at its discretion.

Employee Name:

MU ID:

Employee Job Title:

College/Unit:

Immediate Supervisor:

ULC Approval:

Date:

Please submit this signed form to [humanresources@marquette.edu](mailto:humanresources@marquette.edu).