

REMOTE WORK

Remote work, sometimes referred to as Telecommuting, is a flexible work schedule arrangement, which permits employees to work at home or at a satellite office, or both. Employees are connected to the office by telephone and computer.

Remote work is not for everyone. Employees may find they miss the stimulation of working in an office environment with a lot of human interaction. Also, remote work is not a substitute for childcare. If childcare is the driving force behind an employee's request for remote work, be wary of granting the request. Caring for young children is demanding, and it is likely to cause the employee's remote work to be less productive.

The U.S. Equal Employment Opportunity Commission (EEOC) considers allowing an individual with a disability to work at home to be a form of reasonable accommodation:

"Not all persons with disabilities need or want to work at home. But allowing an employee to work at home may be a reasonable accommodation where the person's disability prevents successfully performing the job on-site and the job, or part of the job, can be performed at home without causing significant difficulty or expense."

Before agreeing to a remote work arrangement, it is wise to hammer out all the details beforehand. The following agreements help chart all the conditions that may be considered.

Example #1

REMOTE WORK AGREEMENT

The following constitutes an agreement between [Employer] and [Employee].

[Employee] agrees to participate in the remote work program and to adhere to the applicable guidelines and policies. [Employer] concurs with the employee's participation and agrees to adhere to the applicable guidelines and policies.

Duration. This agreement will be valid beginning on [start date] and may be discontinued by either party with a 30-day notice. The parties expressly acknowledge that nothing herein changes or modifies the employee's at-will employment status.

Work hours. Employee's work hours and work location are specified in the Attachment at the end of this agreement.

Leave. All leave and travel entitlement will be based on the employee's primary business location. Employees must obtain approval before taking leave in accordance with established [Employer] policies. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

Overtime. A non-exempt employee who works overtime is compensated in accordance with applicable law and rules. The employee understands that all overtime work must be approved in advance.

By signing this agreement, the employee agrees that failing to obtain proper approval for overtime work may result in removal from the remote work program or other appropriate action.

[Employer]-owned equipment. In order to effectively perform assigned tasks, employee may use [Employer] equipment at the remote work location with the approval of [Employer]. The equipment must be protected against damage and unauthorized use. [Employer]-owned equipment will be serviced and maintained by [Employer]. Any equipment provided by the employee will be at no cost to [Employer] and will be maintained by the employee. All [Employer]-owned equipment must be returned to the [Employer] upon request, in the event of an extended leave, upon resignation or termination, or if the remote work program ends.

Inspection. The remote work location may be inspected periodically to ensure that proper maintenance of [Employer] equipment is performed, and that safety standards are met. Notice must be given to the employee at least 24 hours in advance of the inspection, which must occur during normal working hours.

Liability. [Employer] will not be liable for damages to the employee's property or to third parties that result from participation in the remote work program. In the event that [Employer] is found liable in tort for injury to any person resulting from participation in the remote work program, employee agrees to indemnify and hold [Employer] harmless for any such loss resulting in injury to any person.

Reimbursement. [Employer] will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's residence. The employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for [Employer].

Workers' Compensation. The employee is covered under the Workers' Compensation law if injured in the course of performing official duties at the remote work location.

Compliance with Federal, State and Local Laws. Employee certifies that the remote work location complies with federal, state and local laws relating to environmental and workplace safety, as well as state and local zoning, land use and building codes.

Work assignments. The employee will meet with [designate contact person] to receive assignments and to review completed work as necessary or appropriate. The employee will complete all assigned work according to work procedures mutually agreed upon by the employee and [the contact person].

Employee evaluation. The evaluation of the employee's job performance will be based on norms or other criteria derived from past performance and occupational standards consistent with these guidelines. For those assignments without precedent or without standards, regular and required progress reporting by the employee will be used to rate job performance and establish standards. The employee's most recent performance appraisal must indicate fully achieved standards.

Records. The employee will apply approved safeguards to protect [Employer] records from unauthorized disclosure or damage. Work done at the remote work location is considered [Employer] business. All records, papers, computer files, and correspondence must be safeguarded for their return to the primary business location. The employee agrees to comply with all applicable

[Employer] privacy and confidentiality policies.

Curtailment of the agreement. *(Specify whether the employee may continue working for [Employer] if the employee no longer wishes to work remotely. Also specify the circumstances under which the remote work agreement will be terminated by [Employer] [e.g., if continued participation fails to satisfy business needs] and the consequences of that termination on the worker's continued employment.)*

Performance location. The employee agrees to limit performance of assigned duties to the primary business location or to the approved remote work location. Failure to comply with this provision may result in termination of the remote work agreement and/or other appropriate disciplinary action.

Employee: _____ Date: _____

[Contact person]: _____ Date: _____

ATTACHMENT

The following hours and locations are agreed to in support of the Remote Work Agreement.

Primary Business Location: _____

Remote Work Location: _____

General Work Hours:

Day	Hours	Location (home, office, other)
Monday:	_____ - _____	_____
Tuesday:	_____ - _____	_____
Wednesday:	_____ - _____	_____
Thursday:	_____ - _____	_____
Friday:	_____ - _____	_____
Saturday:	_____ - _____	_____
Sunday:	_____ - _____	_____

Comments (Schedule flexibility, etc.):

Signatures:

[Your Name]: _____ Date: _____

Employee: _____ Date: _____

Employee Information:

Name: _____

Address: _____

City, State and Zip: _____

Example #2**REMOTE WORK AGREEMENT**

This agreement sets forth the conditions under which your remote work program is sponsored by [Employer Name]. This agreement does not change the basic terms and conditions of your employment. You will remain subject to the same employment policies and procedures set forth in the [Employer Name] employee handbook. This agreement may be modified by [Employer Name] at its sole discretion and there may be times when you are required to spend more time than planned in the office upon [Employer] request.

Your salary, job responsibilities and benefits do not change because of participation in a remote work arrangement.

Performance Expectations: You agree to do the following:

1. Work remotely ____ days per week.
2. Complete a daily work log of all hours worked.
3. Obtain prior approval to work any overtime hours.
4. Remain available for calls from co-workers and supervisors during the core hours of _____ Monday - Friday.
5. Attend all office meetings as requested.
6. Check voice mail, text and e-mail [regularly, hourly, at least twice a day].

7. Take all required breaks.
8. Notify receptionist when leaving your telecommuting location as you would inform others when leaving the office during the workday.
9. Meet established job standards and goals (as attached).
10. Provide progress reports and review work with supervisor every _____ at _____.
11. Maintain a designated remote work space free of recognized safety hazards.
12. Take reasonable precautions to protect [Employer] equipment from theft, damage or misuse.
13. Keep all [Employer] material taken home in your designated remote work space.
14. Allow [Employer] representatives access to your remote work space for safety inspections during normal working hours when requested. (Such visits will be scheduled 24 hours in advance).
15. Not use remote work as a substitute for child care or elder care. If you have small children or are providing primary care for an elderly adult, you will make arrangements for child care or elder care during your agreed upon work hours.

Equipment: Any equipment, software, or data provided by [Employer Name] for use in your home remains the sole property of [Employer Name] and may only be used for business purposes. [Employer] computers may not be used for personal matters. [Employer] owned software may not be duplicated. No household member or anyone else is permitted to use [Employer] equipment or software. All equipment must be returned to [Employer] upon request, in the event of an extended leave, upon resignation or termination, or if the telecommute program ends. In any event, you can either return the equipment yourself or arrange for a [Employer] representative to pick it up from your home.

All equipment provided should be placed where it has adequate support and is connected to properly grounded electrical outlets. Keep all wires away from walkways. [Employer Name] accepts no responsibility for loss, damage or repairs of employee-owned equipment.

The company agrees to provide the following equipment:

- 1.
- 2.
- 3.
- 4.

Security: [Employer] and customer information must be protected from unauthorized or accidental access, use, modification, destruction or disclosure through the use of locked file cabinets and desks, regular password maintenance and other appropriate steps. Restricted-access materials may not be taken out of the [Employer] office or accessed through the computer unless approved in advance by your supervisor. No [Employer] work may be done on your own personal home computer. All hard copies of confidential information should be discarded by using a shredder.

Costs: [Employer] agrees to pay for the following costs:

Telephone installation
Telephone monthly service (for all telephone charges incurred in connection with your work)
Internet Connection Fee
Post Office Box
Shipping Fees
Equipment Repair Service
Office supplies
Insurance for damage or theft of company-owned equipment

[Employer Name] is not responsible for costs associated with the initial set-up of a home office, such as remodeling, repairs, lighting, or new furniture, nor for any home-related expenses such as heating/air conditioning or electricity.

On the Job Injuries: If you sustain an injury while working within your remote work location in conjunction with your regular work duties, you will normally be covered under the [Employer's] workers' compensation policy. However, if your injury occurs in a part of the house other than the office or while running an errand after normal business hours, it will not be considered work-related. You must report an injury to your supervisor within a reasonable time and get instructions for obtaining medical treatment.

Taxes: You may incur new tax liabilities related to opening a home office. Please contact a qualified tax professional to discuss income tax implications. The Company will not assume any additional tax liabilities. You can obtain a copy of the IRS publication #587 *Business Use of Your Home* by calling the IRS at 1-800-829-1040 or visiting the Internet at:

<http://www.irs.gov/pub/irs-pdf/p587.pdf>.

This Remote Work Agreement may be discontinued at any time by either yourself or [Employer Name] with a 30-day notice of such a change. There may be instances, however, where no notice is possible. If your job performance suffers under the remote work arrangement, you will be required to return to the office. If you choose not to return, your response will be considered a voluntary resignation.

I affirm by my signature below that I have read and understand this Agreement and hereby agree to accept all of its provisions.

Employee Signature: _____

Date: _____

Manager Signature: _____

Date: _____

DISCLAIMER: The information in this document is provided for guidance purposes only. It should not be construed as legal advice and is not intended to be a substitute for legal counsel. If you are a Silver or Gold member, please contact us to obtain advice from the Archbright legal team.