# Remote Work / Work from Home Policy (Sample)

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| ***Note:*** This **Remote Work Policy** template can be customized to your organization’s needs and constraints. It is meant to be a starting point for establishing policies related to working from home. ***Disclaimer: This policy template is meant to provide general guidelines and should be used as a reference only. It may not take into account all relevant local, state, or federal laws and is not a legal document. TechSoup does not assume any legal liability that may arise from the use of this policy template.*** |

## Introduction

Remote work, also referred to as teleworking, or telecommuting, is the concept of staff working from home or another location and in a way that can provide a mutually beneficial option for both [organization] and its staff. [organization]’s work from home policy is to establish the guidelines and requirements to ensure remote work benefits our staff, mission, and constituents.

### Policy Guidelines

The ability to work remotely is not a formal, universal staff benefit. It is an alternative method of meeting the needs of [organization]. Remote work is not an entitlement, it is not a companywide benefit, and is not designed to replace appropriate childcare or to accommodate other personal needs. All remote relationships are at the discretion of [organization], may be terminated by [organization] at any time for any or no reason, and in no way changes the terms and conditions of employment with [organization]. The organization has the right to refuse to make remote work status available to a staff member and to terminate a remote work arrangement at any time.

### Eligible Jobs

Each position has different job-specific requirements, customer or stakeholder needs, collaboration and team-based activities. These differences are key considerations when making decisions about whether a given staff member is eligible for remote work.

In evaluating whether a particular position is suitable for remote work, [organization] will consider many factors including, but not limited to

* Whether the nature of the work to be performed remotely is operationally feasible
* Whether the position has tasks that are portable and can be performed from a remote location
* Whether the overall quantity and quality of work performed can be sustained at the remote location
* If the position is a managerial one, whether an employee in the position has the tools and resources to effectively manage direct reports remotely
* Whether collaboration required by the position is easily accomplished through teleconference or other remote technologies

### Types of Remote Work Arrangements

Remote work arrangements can be occasional, temporary, or regular. While employees and supervisors have the freedom to develop arrangements tailored to employee and departmental needs, the following basic requirements must be met:

* Employees must be able to carry out the same duties, assignments, and other work obligations at their home office as they do when working on [organization]’s premises.
* Employees are expected to be available to their supervisors, managers, and co-workers during agreed-upon work hours and make their availability clear from their instant messaging work status. Employees will need to ensure that they can be reached through telephone (office, home, mobile), instant messaging (examples: Teams, Slack, Google), or other communication tools that are being used within the employee’s department. [organization] expects the same level of professionalism and responsiveness from its remote employees as it would from employees working at the office.
* Employees must be available to attend scheduled meetings and participate in other required office activities at the local office as needed. Except for extraordinary circumstances, [organization] usually provides at least 24 hours' notice for such events.
* Employees must arrange for childcare or dependent care during their work hours except in cases of extraordinary extenuating circumstances.

The following sections of this document address each type of policy and the eligibility, terms, and conditions.

## Occasional Remote Work

Occasional remote work arrangements for short periods (e.g., partial days or 1 – 2 days) allow employees to work at home or at some other off-site location for all or some of their regularly scheduled work hours in circumstances such as

* Personal or family obligations such as caring for a sick family member, attending a school event
* Emergencies including weather or other short-term emergencies that make it dangerous or greatly prolong the time it takes getting to work.
* Focus days when a staff member requests time to work remotely to be able to better focus on and dedicate time to a specific project or piece of work.

### Eligibility Criteria

Candidates for occasional remote work arrangements must meet the following criteria:

* The job category is eligible for remote work.
* The employee possesses good time-management and organizational skills and is self-motivated, self-reliant, and disciplined.
* Job responsibilities can continue to be completed seamlessly.

### Request and Approvals Process

Written approval (via email or Slack) by the staff member’s manager is required with as much advance notice as possible.

## Temporary Remote Work

Temporary remote work is defined as a set period of time (1 week, 1 month, 2 days per week, etc.) and can be requested and approved for a variety of reasons, including for a short-term project, medical reasons, while on the road traveling for work, or as an approved, set schedule of working a few days per week away from the office. Temporary remote work arrangements can also be the result of [organization] enacting a contingency work plan for a given office.

### Eligibility Criteria

Candidates for temporary remote work arrangements must meet the following criteria:\*

* The job category is eligible for remote work.
* The employee must be with [organization] for a minimum of three months and must have demonstrated commitment to [organization], unless remote work is part of the employment agreement.
* The staff member must be an employee in good standing. The employee has received positive performance evaluations, and they have no documented performance issues on file, and no performance issues have been brought to [organization]’s attention.
* The employee possesses good time-management and organizational skills and is self-motivated, self-reliant, and disciplined.

\* In extraordinary or extreme circumstances, such as natural disasters or pandemics, the above requirements may be waived.

### Request and Approvals Process

Staff members who would like to work remotely for a set number of days or hours each week, or for a specific period of time, should submit a request, in writing, to their immediate manager. The decision is at the discretion of the immediate manager with the approval of the [department manager].

The decision to allow a staff member to work remotely is solely at the discretion of [organization]. Managers will periodically review this decision to ensure that the setup works for the staff member, the team, and the organization. At any point, [organization] can withdraw remote work permissions for business or performance concerns and require the staff member to return to the originating office.

## Regular Remote Work

Regular remote work can be requested in response to circumstances such as:

* A permanent medical situation
* Home relocation
* [organization] office closure or relocation

Any regular remote work arrangement made will be on a trial basis for the first three months and may be discontinued at will and at any time at the request of either the staff member or the organization. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, family care, and other issues that may arise from the termination of a regular remote work arrangement. There may be instances, however, when no notice is possible.

### Eligibility Criteria

Candidates for regular remote work arrangements must meet the following criteria:

* The job category is eligible for remote work.
* The employee must be with [organization] for a minimum of three months and must have demonstrated commitment to [organization], unless remote work is part of the employment agreement.
* The staff member must be an employee in good standing. The employee has received positive performance evaluations, and they have no documented performance issues on file, and no performance issues have been brought to [organization]’s attention.
* The employee possesses good time-management and organizational skills and is self-motivated, self-reliant, and disciplined.
* The employee is willing and able to travel to a [organization] office as needed.

### Request and Approvals Process

Staff members who would like to work remotely on a regular or ongoing basis should submit a request, in writing, to their immediate manager. The decision is at the discretion of the immediate manager with the approval of the [department manager].

The decision to allow a staff member to work remotely is solely at the discretion of [organization]. Managers will periodically review this decision to ensure that the setup works for the staff member, the team, and the organization. At any point, [organization] can withdraw remote work permissions for business or performance concerns and require the staff member to return to the originating office.

### Productivity

[organization] expects at least the same level of productivity from employees who work remotely full-time as from those who do not. As part of the Remote Work Agreement between [organization] and the employee, the employee’s manager will establish productivity expectations and standards. In addition, for a nonexempt employee, [organization] will establish the number of hours the employee is expected to work each day. Failure to achieve the targeted goals in the targeted time frames may result in termination of the remote relationship.

# Agreement for Temporary or Regular Remote Work

Effective Date:

Employee Name: Job Title:
Telephone Number: Department Name:

Manager Name: Manager Job Title:
Telephone Number:

As part of my employment relationship with [organization], I, [employee name], agree as follows:

1. I have read, I understand, and I agree to comply and abide by the terms and conditions of [organization]’s remote work practices as outlined in this agreement below.
2. I agree that my remote work location is [location]. I agree that I will work from the remote work location [8 hours, 5 days per week].
3. I understand that both the remote work relationship and the employment relationship are at will, which means that they are not for a specific term and can be terminated by either me or [organization] at any time for any (or no) reason.
4. I understand and agree that [organization] has the following performance expectations of me:

[detail of employee job responsibilities]
5. I understand that my regular work schedule is as follows:

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| --- | --- | --- | --- |
|  | **Total Work Hours(e.g., 9 a.m. – 5 p.m.)** | **On-Site Hours(e.g., 9 a.m. – 12 p.m.)** | **Regular Remote Hours** |
| Monday |  |  |  |
| Tuesday |  |  |  |
| Wednesday |  |  |  |
| Thursday |  |  |  |
| Friday |  |  |  |
| Saturday |  |  |  |
| Sunday |  |  |  |

## Remote Work Terms and Conditions

### 1. Equipment/Tools

[Organization] will provide any necessary tools and equipment for remote working staff to perform their current duties. This may include computer hardware, computer software, voice communication, email, voicemail, connectivity to host applications, and other applicable equipment as deemed necessary. The use of equipment, software, and data supplies provided by [organization] for use at the remote work location is limited to the designated [organization] staff and for purposes relating to [organization] business. The organization will provide for repairs to organizational equipment.

Note: Remote employees may not use their own personally owned computers for [organization] business; remote employees shall not create, store, or access [organization] information or files on personally owned computers unless given express permission by [organization].

[organization] generally will not reimburse any home furnishing–related expenses such as construction, renovations, heating/air conditioning, lighting, electricity, or internet connectivity. Employees are responsible for furnishing, equipping, and maintaining their home offices so that they have a safe, secure, healthful, and comfortable work environment and can accomplish their work in an efficient and expeditious manner.

Any equipment, software, data supplies, and furniture provided by [organization] to staff for remote work must be returned upon request at [organization]’s expense. It is the employee’s responsibility to protect [organization’s] equipment while in the employee’s care. Items stolen from vehicles or cafés where inadequate theft prevention measures were taken must be paid for at the employee’s expense.

### 2. Data Safety

The employee has an obligation to protect the data of [organization] and its clients and stakeholders. The employee is required to take any offered data and cybersecurity courses before or at the start of their remote work arrangement and to apply appropriate application and server access protocols so as to protect the integrity of the [organization’s] data and that of its customers and partners.

### 3. Workspace

The staff member shall designate a workspace within the remote work location for placement and installation of equipment to be used while working remotely. Additionally, regular remote staff must adhere to the following conditions:

* Employee must maintain their designated workspace in a safe condition, free from hazards, noise, and other dangers to the employee and equipment.
* [Organization] may approve the site chosen as the employee’s remote workspace, and the employee is expected to submit three photos of the home workspace to management prior to implementation.
* Materials, files, etc., taken home should be kept in the designated work area at home and not be made accessible to others.
* The employee will absorb costs associated with equipping or maintaining a home office that is not reasonably necessary for discharging job duties.

### 4. Office Supplies

Office supplies will be provided by the company as needed. Out-of-pocket expenses for other supplies will not be reimbursed without prior approval of the employee’s manager.

### 5. Business-Related Meetings and Visitors

Remote workers may not conduct in-person business meetings of any nature or host visitors for business purposes (during business hours) at their homes or remote offices. All in-person business meetings, including meetings with other employees, customers, potential customers, prospects, clients, and vendors, must take place at the facilities of either [organization] or the third party.

### 6. Tax Implications

It is the employee’s responsibility to determine any income tax implication of maintaining a home office. [organization] will not provide tax guidance nor will it assume any additional tax liabilities. The employee is encouraged to consult with a tax professional to discuss any income tax implications of working remotely.

### 7. Health and Safety

Remote employees should ensure that their home or remote offices comply with [organization]’s injury and illness prevention plan, including a properly set up ergonomic workstation. Please review the attached [diagram](https://intranet.techsoupglobal.org/hr/EC%20Documents/ERGO%20Eval%20Diagram.pdf) for more information on proper ergonomics.

Remote employees must immediately report all work-related injuries they sustain to either their manager or Human Resources. Under no circumstance should an employee delay more than 24 hours in reporting a work-related injury, regardless of the injury’s severity.

### 8. Travel to Home Office

Employees who opt for remote work must commit to returning to the home office, at their own expense, at least twice in a calendar or fiscal year unless otherwise agreed. If additional visits are required, [organization] will assume the expense and, in those cases, mileage will be reimbursed for distances more than 100 miles from the home office.

### 9. Worker’s Compensation

During work hours and while performing work functions in the designated work area of the home, remote working staff are covered by [organization]’s worker compensation insurance.

### 10. Liability

The employee’s home workspace will be considered an extension of [organization]’s workspace, therefore, [organization] will continue to be liable for job-related accidents that occur in the employee’s home workspace during the employee’s working hours.

The organization will be liable for injuries or illnesses that occur during the employee’s agreed-upon work hours. The employee’s at-home work hours will conform to a schedule agreed upon by the employee and his or her supervisor.  If such a schedule has not been agreed upon, the employee’s work hours will be assumed to be the same as before the employee began working remote.

[organization] assumes no liability for injuries occurring in the employee’s home workspace outside the agreed-upon work hours, and is not liable for loss, destruction, or injury that may occur in or to the employee’s home.  This includes family members, visitors, or others that may become injured within or around the employee’s home.

### 11. Dependent or Child Care

Working remote is not a substitute for dependent or child care since remote workers will not be available during organizational core work hours to provide the type of quality of attention required in caretaker scenarios.

### 12. Communication

Staff member must be available by phone, email, Skype, Zoom, etc., or any other designated communication portals determined by his or her manager, during core hours. All in-person client and customer interactions must be conducted at the client’s site, at an approved shared workspace, or at a [organization] office. Employees must continue to be available for staff meetings and other meetings deemed necessary by management. [organization] will pay work-related voice and data communication charges.

### 13. Evaluation

The employee agrees to participate in all studies, inquiries, reports, and analyses relating to his or her remote work experience, as well as remain obligated to comply with all [organization] rules, practices, and instructions.

### 14. Acknowledgment

I hereby acknowledge that I have read the above terms and conditions and discussed them with my manager and agree to the terms and conditions set forth. I further declare that all of the above information is accurate.

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Employee Name Manager Name

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Employee Signature Manager Signature

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Date Date

# Exhibit A

