

**The Here, There and Everywhere Workforce:  
Tips, Traps and Best Practices  
Appendices**

**APPENDIX A**

**SAMPLE  
Remote Policy**

[ABC] recognizes that remote work may be a viable regular secondary work arrangement for some, but not all, jobs, employees or supervisors. These arrangements will be considered on a case-by-case basis and approval is within [ABC]'s sole discretion. Remote work will not be approved in cases where the employee, the job or the supervisor is not best suited to such an arrangement or where the remote work arrangement would be apparent to [ABC]'s customers, vendors, or any third parties relative to our business.

This policy does not apply to employees hired as remote workers whose principle place of employment is designated as their personal residence, nor apply to office-based employees who may be working from home or another location during a short-term project, during business travel, or other informal, short term arrangements (less than 4 weeks). All such temporary arrangements are made on a case by case basis, focusing on the business needs of the organization first. Such arrangements are **NOT** the focus of this policy. Similarly, this policy does not apply to requests for remote work arrangements as a reasonable accommodation under the Americans with Disabilities Act (ADA). Such requests should be made directly to human resources and follow the ADA reasonable accommodation process.

**Eligibility**

To be eligible for a remote work arrangement, employees must have completed at least 12 months of continuous regular employment with [ABC], met all performance expectations and not have any corrective or disciplinary actions within the last 12 months.

**Requesting a Remote Work Arrangement**

1. Employees interested in a remote work arrangement are responsible for providing all information, as requested, to assess the proposed arrangement and must submit a written proposal to their immediate supervisor.

The proposal should include (i) the desired weekly schedule, designating the days that will be worked from home and those that will be worked in the office; (ii) any duties that could not be performed as proficiently from the home location as they are performed in the office; (iii) how communication with supervisors, coworkers and business third parties will be maintained throughout the work day; (iv) how security and confidentiality of all [ABC] information will

be maintained; (v) whether there is a separate office within the employee's residence from which they will be working or whether the work would be performed in a common or shared space in the home; (vi) whether and how the employee will be as or more productive working from home than in the office and how this can be measured.

2. Upon receipt, the immediate supervisor will evaluate the proposal for, among other things, employee suitability including needs and works habits of the employee, job responsibilities to determine if the job is appropriate for a telecommuting arrangement and potential effect on providing service to internal/external customers and vendors. Additionally, consideration will be given to whether the employee has the proper equipment for the arrangement to include an appropriate home computer, high speed internet access, phone, and appropriate home work space.
3. Following the immediate supervisor's review of the proposal, the proposal will be submitted to the immediate supervisor's manager and human resources for final review and disposition. Approval of telecommuting arrangements will be in the sole discretion of [ABC].

### **Conditions for Remote Work Arrangements**

**Schedules and Work Hours.** The supervisor and employee will agree in advance to the remote work schedule. The maximum number of days allowed to work remotely is [INSERT NUMBER] days per week. The schedule must remain consistent, and not change each week unless so required or approved by the supervisor on a temporary basis and/or for a specific business or departmental reason.

Work hours during remote work days must be the employee's regularly scheduled work hours, and the employee must remain at the home work location and in telecommunications contact with the immediate supervisor and [ABC] personnel during the scheduled work hours. Communication between the employee and the supervisor should be at a level consistent with, or better than, the level that exists the employee is working at the office. All deviations from the scheduled work hours must be approved in advance by the immediate supervisor.

Employees must attend office or other offsite meetings on remote work days, as requested. Remote workers shall not meet with customers, vendors, or any third parties relative to [ABC] business in their home, and [ABC] specifically disclaims any liability for such activities in the employee's home. Management retains the right to modify this schedule and any remote work arrangement as a result of business necessity.

Non-exempt employees must accurately and contemporaneously record all hours worked in a manner designated by [ABC] and must follow applicable meal and rest period policies. All hours worked in excess of those specified per day and per week SHALL require the advanced approval from the immediate supervisor. Remote work employees will be held to a higher standard of compliance than office based employees due to the nature of the work arrangement. Any failure to comply with this requirement can result in immediate cessation of the remote work agreement.

During regularly scheduled work hours and other approved work times, employees must work exclusively on [ABC] projects. Work on personal or other business matters regardless of whether the employee is being compensated for such work is not permitted. Employees may not hire or use assistants to perform work for [ABC]. Remote work arrangements are not substitutes for arranging primary care for children or other dependents, and employees may not undertake such responsibilities during scheduled or other approved work time. Employees may not work second jobs while approved remote work arrangements are in place.

**[ABC] property and policies.** Remote work employees must take all necessary and appropriate steps to protect [ABC] property from theft, damage or unauthorized use and to protect [ABC] information from access by or disclosure to other persons, including persons residing or visiting in the home. The following apply regardless of whether or not the information is confidential information: (i) no forwarding or copying of electronic files, data, emails or other [ABC] information to home, personal or external email or storage accounts even for the purpose of working remotely; (ii) no use of thumb drives, flash drives or other portable devices or copying methods without the express written consent of [INSERT APPROPRIATE OFFICIAL]; (iii) emails, voicemails or other communications, whether written, verbal, electronic or otherwise, sent to employees in connection with their work are for employee eyes/ears only and are not to be shared with any other employee or person, except with the express consent of the sender; (iv) no installation of unapproved software and no cleaning or defragmentation of any [ABC] computer or device; and (vi) violation of policies and procedures regarding [ABC] information is grounds for immediate termination.

Employment, including the work performed at the employee's home, remains subject to all agreements between the employee and [ABC] and all [ABC] policies, procedures and practices (including but not limited to confidentiality, computer use, intellectual property and non-competition agreements). In cases where the terms of such agreements, policies, procedures and practices do not expressly mention their application to work performed at home or other non-[ABC] locations, this policy operates to modify them to the extent necessary to render them applicable to such work. Employees working from home must perform all job duties and responsibilities while logged into [ABC]'s terminal server.

**Work location and equipment.** All remote work must be performed from the employee's principal residence and not from internet cafes or any other non-secured public work sites. Remote work employees must maintain an appropriate work environment within their home for work purposes. [ABC] is not be responsible for any costs associated with the setup or continued maintenance of the home office space, including but is not limited to, software, equipment, remodeling, lighting, repairs, or modifications to the home office space. [Expenses for services such as electrical, phone, data and internet are the employee's sole responsibility and not reimbursed by [ABC].] All responsibility for tax or other legal implications for the business use of the home, based on all applicable IRS, state, other federal or local government restrictions or restrictive covenants, rests solely with the employee. [ABC] has no responsibility to the employee should tax or legal problems arise from the remote work arrangement.

Equipment supplied by [ABC] will be maintained by [ABC] and must be used for business purposes only. Employees must refrain from personal or other non-[ABC] business use of the

equipment and prohibit all use by others. Unless applicable law provides otherwise, employees shall be financially responsible for any [ABC] equipment that is lost, stolen or damaged.

In the event of equipment failures or connection issues that prevent or restrict the employee's ability to work at home, employees must contact their supervisor immediately to discuss arrangements to report to the office.

Employees with exclusive use workstations who are approved for remote work arrangements may be reassigned to a shared work arrangement when working on [ABC] premises.

**Safety and injuries.** Injuries sustained by an employee while working in the course and scope of the job duties at home may be covered by [ABC]'s workers' compensation policy. Remote workers are responsible for notifying their supervisor and Human Resources immediately of such injuries, however minor.

**Evaluation.** Approved remote work arrangements made will be on a trial basis and may be discontinued at any time for any or no reason by [ABC] in its sole discretion. Employees are expected to be as or more productive and produce work of the same or better quality when working from home as when working in the office.

Immediate supervisors and managers of remote work employees are responsible for establishing audits and methods of verification that can directly evaluate the employee's productivity on a regular basis. Particular attention will be given at that time to the remote worker's work output and completion of his/her goals/objectives.

After the conclusion of the first 6 months, an evaluation of the employee's performance and arrangement will be conducted. Consideration will be given to whether the arrangement should be continued, modified or discontinued. After an initial 6 month evaluation, the employee's performance and the arrangement will be evaluated on the same schedule as evaluations for non-remote work employees.

Failure to comply with the requirements of the remote work arrangement may result in discontinuation of the arrangement and/or disciplinary action, up to and including immediate termination of employment. Any deviations from this policy must be approved in writing by the manager with the concurrence of human resources.

## APPENDIX B

### Safety Checklist (from [www.telework.gov](http://www.telework.gov))

The following checklist is designed to assess the overall safety of an alternative worksite.

- | <b>General</b>   | <b>Yes</b> | <b>No</b> |
|--|------------|-----------|
| 1 Workspace is away from noise, distractions, and is devoted to your work needs?                       |            |           |
| 2 Workspace accommodates workstation, equipment, and related material?                                 |            |           |
| 3 Floors are clear and free from hazards?  |            |           |
| 4 File drawers are not top-heavy and do not open into walkways?  |            |           |
| 5 Phone lines and electrical cords are secured under a desk or along wall, and away from heat sources? |            |           |
| 6 Temperature, ventilation, and lighting are adequate?   |            |           |
| 7 All stairs with four or more steps are equipped with handrails?                                      |            |           |
| 8 Carpets are well secured to the floor and free of frayed or worn seams?                              |            |           |
| <b>Fire Safety</b>   |            |           |
| 9 There is a working smoke detector in the workspace area?   |            |           |
| 10 A home multi-use fire extinguisher, which you know how to use, is readily available?                |            |           |
| 11 Walkways aisles, and doorways are unobstructed?   |            |           |
| 12 Workspace is kept free of trash, clutter, and flammable liquids?                                    |            |           |
| 13 All radiators and portable heaters are located away from flammable items?                           |            |           |
| 14 You have an evacuation plan so you know what to do in the event of a fire?                          |            |           |
| <b>Electrical Safety</b>   |            |           |
| 15 Sufficient electrical outlets are accessible?   |            |           |
| 16 Computer equipment is connected to a surge protector?   |            |           |
| 17 Electrical system is adequate for office equipment?   |            |           |
| 18 All electrical plugs, cords, outlets, and panels are in good condition? No exposed/damaged wiring?  |            |           |
| 19 Equipment is placed close to electrical outlets?  |            |           |
| 20 Extension cords and power strips are not daisy chained and no permanent extension cord is in use?   |            |           |
| 21 Equipment is turned off when not in use?  |            |           |
| <b>Computer Workstation</b>  |            |           |
| 22 Chair casters (wheels) are secure and the rungs and legs of the chair are sturdy?                   |            |           |

- 23 Chair is adjustable?
- 24 Your back is adequately supported by a backrest?
- 25 Your feet are on the floor or adequately supported by a footrest?
- 26 You have enough leg room at your desk?
- 27 There is sufficient light for reading?
- 28 The computer screen is free from noticeable glare?
- 29 The top of the screen is at eye level?
- 30 There is space to rest the arms while not keying?

**Other Safety/Security Measures**

- 31 Files and data are secure?
- 32 Materials and equipment are in a secure place that can be protected from damage and misuse?
- 33 You have an inventory of all equipment in the office including serial numbers?
- 34 If applicable, do you use up-to-date anti-virus software, keep virus definitions up-to-date, and run regular scans?

## APPENDIX C

### Remote Work Conduct Policy (from SHRM)

Expectations for employees to avoid issues that may cause disruption to the workday and/or during virtual meetings.

#### General Expectations

- Remote employees are expected to be available and communicative during scheduled work hours.
- [Employer name] work rules and other policies continue to apply to offsite work locations.
- Consumption of alcohol during work hours is never acceptable.
- Employees should seek a quiet and distraction-free working space, to the extent possible.
- Employees are expected to maintain their workspace in a safe manner, free from safety hazards.

#### Virtual Meetings

- While distractions are often unavoidable, try to keep them to a minimum. No music or television in the background during meetings.
- Keep yourself muted during video or audio conferencing unless you are speaking.
- Turning on video is encouraged but not required.
- Avoid eating a meal during a virtual meeting unless invited to do so by the meeting host.
- Smoking or vaping is not permitted during a video conference.
- Casual dress is acceptable; however, use discretion. No sleeveless tops, pajamas or other apparel that would not be appropriate to wear outside of your home.
- Avoid multi-tasking. Give your full attention to the meeting as if you were face to face.

We appreciate the effort that all of our employees have shown in the transition to remote work, and we hope these guidelines help to clarify our expectations when teleworking.

## APPENDIX D

### REMOTE WORK ASSIGNMENT AGREEMENT

This Remote Work Assignment Agreement sets forth the terms of the remote work assignment for *[insert name of employee]*. Throughout this agreement, “you” or “your” means the employee.

1. Work Location. Beginning *[insert date]*, your work location will be your home located at *[insert street complete address]*.

2. Compensation. During this assignment, your *[hourly rate/weekly salary/monthly salary]* will be *[insert amount]* (less applicable withholdings), payable on the regular payday following your submission of a properly completed time sheet to *[insert name]*. You may continue to participate in all employee benefit plans and programs (subject to the terms, conditions and eligibility requirements of the plans and programs as they may exist from time to time) which the [ABC] makes available to employees at your level.

3. Work Schedule. Your regular work schedule will be *[insert hours/days, e.g., 7 a.m. to 3:30 p.m. Monday through Friday (which includes two 10-minute paid breaks and a 30-minute unpaid meal break each day)]*. Deviations from this schedule (e.g., “absences,” late starts, early quits, working different days than the regular schedule and all overtime) must be approved by *[insert title]* in advance.

4. Duties. Your duties will include: *[insert list of duties, deliverables, etc.]*. During your regular work schedule and other approved work times, you must work exclusively on [ABC] projects. In other words, you may not work on personal or other business matters regardless of whether you are being compensated for such work. Additionally, you must be present and available by telephone and email to communicate with [ABC] personnel during those hours and permit access to your work premises during these times. You will not hire or use assistants to perform work for [ABC].

5. Safety and Security. You are responsible for maintaining a separate designated work location at your home and complying with all applicable safety standards, rules, guidance and direction. All work-related injuries, however minor, must be reported to *[insert appropriate title]* immediately and, in no event, more than four hours after the injury. Except in life threatening emergencies, you must contact *[insert appropriate title]* before seeking medical treatment for work-related injuries. You also must take all necessary and appropriate steps to protect [ABC] and to protect [ABC] information from access by or disclosure to other persons, including persons residing or visiting in your home.

6. Equipment. [ABC] will provide the following equipment and property to you: *[insert description of property and inventory numbers]*. [ABC] property may be used only for [ABC] business. Upon the termination of this assignment or upon the [ABC]’s request, you must return all [ABC] property and information. You authorize [ABC] to deduct the following amount from any amount owed to you, if you fail to return all such [ABC] property: *[insert amount]*. You



will be responsible for providing and maintaining, at your own cost, all other equipment and telecommunications subject to approved expenses in accordance with [ABC] policy.

7. Outside Employment. You may not engage in work, whether for another person, employer or self-employment, while working a remote work assignment. During scheduled or other approved work time, you will not undertake primary care responsibilities for children or other dependents.

8. Compliance. You will carry out your services and maintain the premises on which work at home is performed in strict compliance with all applicable federal, state and local laws and restrictive covenants and will maintain throughout this arrangement insurance coverage for all losses incurring on or related to the use of the property, including but not limited to those resulting from the use of the property to perform work for [ABC]. Your employment, including the work you perform at your home, remains subject to all agreements between you and [ABC] and all [ABC] policies, procedures and practices (including confidentiality, computer use, intellectual property). In cases where the terms of these agreements, policies, procedures and practices do not expressly mention their application to work at home locations, this agreement operates to modify them to the extent necessary to render them applicable to such work. Failure to abide by the remote work policy and this agreement may result in termination of this assignment and disciplinary action up to and including termination of employment.

9. At-Will. This remote work arrangement is strictly at-will and may be terminated by either you or [ABC] at any time for any reason or no reason. This agreement does not alter the at-will nature of your employment relationship with [ABC].

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Employee Date

Approved by:

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[INSERT NAME/TITLE] Date