**Work-at-Home Policy**

**Sample #1**

Teleworking, or telecommuting, is the concept of working from home or another location on a full- or part-time basis.  Teleworking is not a formal, universal employee benefit.  Rather, it is an alternative method of meeting the needs of the company.  The company has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time.  Employees are not required to telework.  Employees have the right to refuse to telework if the option is made available.

**The company’s policies for working at home are as follows:**

**Compensation and Work Hours**
The employee’s compensation, benefits, work status and work responsibilities will not change due to participation in the teleworking program.

The amount of time the employee is expected to work per day or pay period will not change as a result of participation in the teleworking program.

**Eligibility**
Successful teleworkers have the support of their supervisors.  Employees will be selected based on the suitability of their jobs, an evaluation of the likelihood of their being successful teleworkers, and an evaluation of their supervisor’s ability to manage remote workers.  Each department will make its own selections.

Upon acceptance to the program both the employee and manager will be expected to complete a training course designed to prepare them for the teleworking experience.  All teleworkers must sign an agreement.

**Equipment/Tools**
The company may provide specific tools/equipment for the employee to perform his/her current duties.  This may include computer hardware, computer software, phone lines, email, voice-mail, connectivity to host applications, and other applicable equipment as deemed necessary.

The use of equipment, software, data supplies and furniture when provided by the company for use at the remote work location is limited to authorized persons and for purposes relating to company business.  The company will provide for repairs to company equipment.  When the employee uses her/his own equipment, the employee is responsible for maintenance and repair of equipment.

A loaner laptop may be provided when available.  Loaner computers will vary in performance and configuration.  Loaners must be returned upon request.

**Workspace**
The employee shall designate a workspace within the remote work location for placement and installation of equipment to be used while teleworking.  The employee shall maintain this workspace in a safe condition, free from hazards and other dangers to the employee and equipment.  The company must approve the site chosen as the employee’s remote workspace.  Employee is expected submit three photos of the home workspace to management prior to implementation.

Any company materials taken home should be kept in the designated work area at home and not be made accessible to others.

The company has the right to make on-site visits (with 48 hours advance notice) to the remote work location for purposes of determining that the site is safe and free from hazards, and to maintain, repair, inspect, or retrieve company-owned equipment, software, data or supplies.

**Office Supplies**
Office supplies will be provided by the company as needed.  Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee’s manager.

**Worker’s Compensation**
During work hours and while performing work functions in the designated work area of the home, telecommuters are covered by worker’s compensation.

**Liability**
The employee’s home workspace will be considered an extension of the company’s workspace.  Therefore, the company will continue to be liable for job-related accidents that occur in the employee’s home workspace during the employee’s working hours.

The company 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 teleworking.

The company assumes no liability for injuries occurring in the employee’s home workspace outside the agreed-upon work hours.

The company 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.

**Dependent Care**
Teleworking is not a substitute for dependent care.  Teleworkers will not be available during company core hours to provide dependent care.

**Taxes**
It will be the employee’s responsibility to determine any income tax implications of maintaining a home office area.  The company will not provide tax guidance nor will the company assume any additional tax liabilities.  Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

**Communication**
Employees must be available by phone and email during core hours.  All client interactions will be conducted on a client or company site.  Participants will still be available for staff meetings, and other meetings deemed necessary by management.

The company will pay work-related voice and data communication charges

**Evaluation**
The employee shall agree to participate in all studies, inquiries, reports and analyses relating to this program.

The employee remains obligated to comply with all company rules, practices and instructions.

**Sample #2**

This Agreement, effective [insert date],  is between [insert employee name] an employee (referred to as “Employee”) and [Insert Company Name] (referred to as “Employer”).

The parties, intending to be legally bound, agree as follows:

**Scope of Agreement** – Employee agrees to perform services for Employer as “teleworker.”  Employee agrees that teleworking is voluntary and may be terminated at any time, by either the Employee or Employer, with or without cause.

**Term of Agreement** – This Agreement shall become effective as of the date written above, and shall remain in full force and effect, as long as Employee teleworks, unless the agreement is terminated.

**Termination of Agreement** – Employee’s participation as a teleworker is entirely voluntary. Teleworking is available only to eligible employees, at Employer’s sole discretion. Teleworking is not an employee benefit intended to be available to the entire organization. As such, no employee is entitled to, or guaranteed the opportunity to, telework. Either party may terminate Employee’s participation in the program, with or without cause, upon reasonable notice, in writing, to the other party. Employer will not be held responsible for costs, damages or losses resulting from cessation of participation in the teleworking program. This Agreement is not a contract of employment and may not be construed as such.

**Salary, Job Responsibilities, Benefits** – Salary, job responsibilities, and benefits will not change because of involvement in the program, except as they might have changed had Employee stayed in the office full-time, e.g., regular salary reviews will occur as scheduled, and Employee will be entitled to any company-wide benefits changes that may be implemented. Employee agrees to comply with all existing job requirements as now are in effect in the office.

**Work hours, Overtime, Vacation** – Work hours are not expected to change during the program. In the event that overtime is anticipated, this must be discussed and approved in advance with the manager, just as any overtime scheduling would normally have to be approved.

**Work Schedule** – The daily work schedule for the days when working at home is subject to negotiation with and approval by Employee’s manager. The manager may require that Employee work certain “core hours” and be accessible by telephone during those hours.

**Equipment** – Employer may provide the necessary computer, modem, software, and other equipment needed for teleworking. All of these items remain the property of the company and must be returned to the company upon request. The computer, modem, software, and any other equipment or supplies provided by Employer are provided for use on company assignments. Other household members or anyone else should not use the equipment and software. Company-owned software may not be duplicated except as formally authorized. Employer will be responsible for insurance and maintenance of all company-provided materials.

Employee may use personal equipment for teleworking purposes. In such cases, Employee will be responsible for the maintenance and insurance required for the equipment.

**Workspace** – Employee agrees to designate a workspace within Employee’s remote work location for placement and installation of equipment to be used while teleworking. Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment. Employer must approve the site chosen as Employee’s remote workspace. Employee is expected to submit three photos of the home workspace to management prior to implementation.

Any company materials taken home should be kept in the designated work area at home and not be made accessible to others.

Employee agrees that Employer can make on-site visits (with 48 hours advance notice) to the remote work location for the purpose of determining that the site is safe and free from hazards, and to maintain, repair, inspect, or retrieve company-owned equipment, software, data or supplies. In the event that legal action is required to regain possession of company-owned equipment, software, or supplies, Employee agrees to pay all costs incurred by Employer, including attorney’s fees, should Employer prevail.

**Office Supplies** – Office supplies will be provided by Employer as needed. Employee’s out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of Employee’s manager.

**Worker’s Compensation** – Employer will be responsible for any work-related injuries under our state’s Workers Compensation laws, but this liability is limited to injuries resulting directly from work and only if the injury occurs in the designated work area. Any claims will be handled according to the normal procedure for Worker’s Compensation claims.

**Liability for Injuries** – Employee understands that the Employee remains liable for injuries to third persons and/or members of Employee’s family on Employee’s premises. Employee agrees to defend, indemnify and hold harmless Employer, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by Employee or by Employee’s willful misconduct, negligent acts or omissions in the performance of the Employee’s duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the Employer.

**Dependent Care** – Teleworking is not a substitute for dependent care. Teleworkers will not be available during company core hours to provide dependent care.

**Taxes** – It will be the Employee’s responsibility to determine any income tax implications of maintaining a home office area. Employer will not provide tax guidance nor will Employer assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

**Evaluation** – Employee agrees to participate in all studies, inquiries, reports and analyses relating to this program.

Employee remains obligated to comply with all of Employer’s rules, practices, instructions and this Agreement. Employee understands that violation of any of the above may result in preclusion from teleworking.

I have read and understand this Agreement and accept its conditions.

*–Employee signs and dates the Agreement here–*

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[Insert Employee Name]                           [Insert Date Signed]

**Sample #3**

**Policy brief & purpose**

We designed our work from home policy to make sure that working from home is beneficial to our employees and company.

**Scope**

This company work from home policy applies to all our employees who prefer working from home.

**Are employees allowed to work from home?**

Employees are allowed to work from home only if their job duties permit it. For example, people who are obliged to come in direct physical contact with customers are not eligible to telecommute under this policy. But, employees who carry out most of their work on a computer can occasionally work off-site.

**Policy elements**

Employees work from home or telecommute when they complete their work at a place located outside of our company’s premises. They may work from home:

* Full-time
* On certain days
* Every day, dividing their schedule between being present at the office andworking from a remote location.

Work from home arrangements can be occasional, temporary or permanent.

Reasons that could demand telecommuting include but are not limited to:

* Parenting
* Bad weather
* Emergencies
* Medical reasons
* Work-life balance
* Overlong commute

Other reasons for working from home depend on employees and managers' judgement.

**How to determine whether an employee can work from home**

We advise both employees and managers to consider these elements before asking/approving work from home:

* Is the employee eligible by nature of their job?
* Are there anycybersecurity and data privacy concerns?
* Will collaboration with the employee's team become difficult?
* Do employees have the necessary equipment or software installed at home?
* What are the conditions of employees' home or alternative place of work (noise,internet connection etc.)

**Requesting Work from Home Procedure**

* When employees plan to work from home, this procedure must be followed:
* Employees file a request through email or a Human Resource Information System (HRIS) at least [two days] in advance.
* Their managers must approve their request considering all elements we mentioned above.
* If the work from home arrangement spans for more than a week, managers and team members should meet to discuss details and set specific goals, schedules and deadlines.
* Employees who need to work from home for unforeseen reasons (e.g. illness or temporary difficult commute) should file their request as soon as possible, so managers can consider and approve it.

**Time Zone difference**

Sometimes, managers and their team members are in a different time zone. When employees need to work from home for unforeseen reasons, they may not be able to get their request approved in time. In this case, they may stay to work from home and notify the HR department. We advise employees to check in with their managers as soon as their manager clocks in.

**Compensation and benefits**

Usually, work from home arrangements don't affect employees' employment terms. If working from home has any effect on compensation and benefits, then HR is responsible to create a new contract.