

# ACT/IIABA – Sample Remote Work Policy & Agreement



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## **OVERVIEW:**

With prior approval, we allow employees to work from home, on the road, or from appropriate satellite locations for all or part of their regular workweek (“telecommuting”). Telecommuting is an option when both the employee and job position is suited for such an arrangement. It may be appropriate for some employees but not for others. Telecommuting is not an entitlement; it is not a companywide benefit; and it in no way changes the terms and conditions of employment.

Telecommuting can be temporary, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor may suggest telecommuting as a possible work arrangement, but it will require prior approval from the employee’s supervisor.

Any formal telecommuting arrangement 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 telecommuter or the organization. Employees authorized to work remotely must ensure that their workspace is suitable for safe and effective performance of their job duties. The Company requires that each employee’s satellite workspace meet the following minimum requirements:

- Must have a reliable, secure internet connection
- Must have essential office equipment including but not limited to a phone with voicemail, VoIP (if required), computer with access to all necessary company software and cybersecurity protections
- Moderate to low background noise
- Must meet reasonable safety requirements. Employee work areas should generally not be in the immediate presence of safety hazards (to themselves or company equipment).

Employees are expected to follow all procedures and work rules when working remotely, including but not limited to clocking in and out, working their normal schedule, and maintaining productivity. Consumption of drugs (regardless of individual state statute) or alcohol is expressly prohibited during working time.

The employee who is telecommuting and the supervisor must communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

*(Optional based on agency support):* The Company will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting; nor for repairs or modifications to the home office space. The Company will supply the employee with appropriate office supplies necessary for successful completion of job responsibilities. The Company will also reimburse

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the employee for all other business-related expenses such as phone calls, shipping costs, etc. that are reasonably incurred in accordance with job responsibilities.

Any equipment supplied by the Company is to be used for business purposes only. Employees must sign an inventory of all Company property and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all Company property will be returned to the Company, unless other arrangements have been made.

Consistent with the Company's expectations of information asset security for employees working at the office, employees are expected to ensure the protection of proprietary Company and customer information accessible from their distributed office. Steps include, but are not limited to, use of locked desks, file cabinets, and media storage; regular password maintenance; and any other steps appropriate for the job and the environment.

### **1. POLICY**

- 1.1 This Policy has been compiled to ensure all workers fully understand and are able to comply with the Company's Working from Home procedures. No worker has the right to work from home, but every application will at least be considered. A decision will be based on the assessment of work activities , skills, competencies as well as health and safety considerations.**
- 1.2 Working from home may be combined with any overall working pattern, whether full or part-time.**

### **2. PROCEDURE**

- 2.1 Assessment of work activities, skills and competencies**
- 2.2 The Supervisor shall also assess that the work itself is suitable for home working:**
  - 2.2.1 How much face to face interaction is required with other task holders in the team or on the project?
  - 2.2.2 Is there a frequent need to refer to documents not available at home?
  - 2.2.3 Is there a constant need for access to resources or other colleagues?
- 2.3 These issues may present obstacles – but there may also be ways of overcoming them, so the Business Unit Manager will need to look at reasonable ways of dealing with these issues without summarily dismissing the possibility of home working.**
- 2.4 Other considerations for the Supervisor would relate to the qualities of the telecommuter. Home working requires certain skills, abilities, and qualities. For example, the telecommuter will need to:**
  - 2.4.1 be able to cope with the reduced social interaction and contact;
  - 2.4.2 be trustworthy, mature, self-disciplined and self-motivated, i.e not be distracted from working, be able to complete the expected working hours, and be able to work without direct supervision;
  - 2.4.3 be able to arrange their family or other commitments to facilitate a suitable working regime and

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environment;

2.4.4 have good communication skills, for example be good at report writing and verbal reporting;

2.4.5 (where necessary) be willing and able to use new or different communications and IT equipment;

2.4.6 have higher than average self-discipline and self-management skills, particularly time management.

### **3. TRAINING AND PERFORMANCE**

#### **3.1 Agreement of Levels**

3.1.1 there is a clear understanding by both parties of what is expected of each and on what timescale

3.1.2 there are agreed arrangements for the immediate line manager and the employee to review progress jointly at appropriate intervals

3.1.3 there is a clear understanding of how any development/training needs will be met in cases where working from home is likely to occur over an extended period

3.1.4 satisfactory arrangements are in place for ensuring that employees working at home over an extended period are kept in touch with developments of their department/resource group and receive appropriate Company communications

3.1.5 there is no risk to commercial security arising from any need to work with documents or computer data off-site

3.1.6 there are appropriate arrangements to cover any insurance liability

3.1.7 due regard has been paid to any health and safety implications

3.1.8 the commitment to an employee to allow homeworking is not open-ended and it is clear that it will only be renewed if the arrangement is proving completely satisfactory to both parties.

#### **4.1 \* Reserved for future agency use \***

#### **4.2 Company Authorized Working from Home Agreements / Procedure**

4.2.1 If an employee has a reason to request working flexibility, they must put this request, formally, in writing to their line manager and HR Consultant in the first instance.

4.2.2 The employee's HR Consultant will then arrange a meeting with all parties to discuss the options available.

4.2.3 If agreed the employee will receive a written agreement, which they will be required to sign.

#### **4.3 Equal Treatment:**

4.3.1 Where employees are working at home for a significant proportion of their time, line managers must ensure that they keep in frequent touch with the employee, and employees and line managers must ensure that all the requirements of the Performance Track system are met.

4.3.2 Employees should be treated no less favorably than those working within an office. line managers must also ensure that the training needs of the employee are fully considered and that they are offered training

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opportunities in the same way as those working in an office/site.

## **4.4 Home Office Space:**

4.4.1 The employee will be required to make available a suitable space in their home, which will allow for undisturbed home working. This includes furniture, which would be suitable for long periods of computer work e.g. suitable table and chair which meets the same or similar standards as required within an office environment. Suitable furniture if not already available in their home would need to be purchased at their own expense.

## **4.5 \* Reserved for future agency use \***

## **4.6 Computer Equipment and Support:**

4.6.1 **Company** will not procure any desk top computer equipment (computer, printer etc.). The employee can however put in a request to their manager to be supplied with a laptop, which they will be required to use on any occasions that they also work from an \_\_\_\_\_ office.

4.6.2 If home broadband has been purchased by a staff member who wishes to connect their \_ laptop to it, the **Customer Support Desk (CSD)** should be contacted who will advise on a standard router and send through an instruction sheet for configuration of the router. The router should then be purchased by the individual staff member or through their business unit if the business is funding it. **Company is** not responsible for the procurement, configuration or support of the router.

4.6.3 If home broadband has been requested and is being funded by the company for an individual, that staff member has responsibility for ordering the broadband through an ISP advised by the CSD. The CSD will also advise on the router to be procured through the relevant business unit. In this situation where the company has requested and is paying for a broadband connection to allow someone to work from home, **Company will** not procure, but will configure the router before giving it to the staff member to connect, and support it thereafter.

4.6.4 Any day to day IT queries would need to be sent to the CSD in all instances as per normal office workers.

4.6.5 **Company** will not visit the employee at their home address to resolve any such issues unless in a pre-authorized arrangement with the **Company** (agency manager position).

4.6.6 Please see refer to all other relevant Company policies for further information, including but not limited to the Employee Manual and Cybersecurity Policy.

## **4.7 Reimbursement of telephone costs:**

4.7.1 Reimbursement of charges for using the employee's home telephone for calls or network connection must be made via the Company Business Expenses claim form procedure. All expense forms must include the relevant itemized bill.

4.7.2 When there is a written pre-authorized agreement allowing the employee to work from home the full cost of broadband, including installation, will be reimbursed. This will only apply whilst broadband is cheaper than any dial up connection and in order for this not to be subject to tax as a benefit in kind, must only be used for work purposes.

## **4.8 Insurance:**

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As working from home on a regular basis may affect the employee's home insurance policies, employees should inform their insurance company before commencing with any agreement. If as a result the home insurance premium for either contents or buildings is increased, employees will be liable for such costs. Employees should also check that the terms of their mortgage allow for working from home.

### **4.9 Stationery:**

4.9.1 Any \_\_\_\_ stationery items which the employee will require in order to produce \_\_\_\_ work can be ordered via their local office and either collected by them or posted to their home address.

### **4.10 Attendance at any offices:**

4.10.1 Despite any pre-authorized home working arrangements if the employee is required to attend an office for internal/external meetings, office briefings etc., they will be given advance notice and expected to attend.

4.10.2 If the employee's pre-authorized Working from Home agreement stems from the employee's need to be working at home due to illness or disability then attendance at an \_\_\_\_ office will be reviewed on an individual basis.

### **4.11 Mileage:**

4.11.1 If the employee has a pre-authorized agreement to work from home but the employee is required to visit a client, their local office or another office, then their business mileage can be claimed from their home base.

### **4.12 Ad hoc Working from Home**

4.12.1 Any ad hoc working remotely still requires pre-authorization from the employee's line manager.

4.12.2 Working remotely will only be possible if:

- the employee has a company provided laptop or
- the employee has work which does not require the use of a computer and can be taken home

4.12.3 Occasions when this is likely to be approved would be under the following circumstances:

- the employee is required to work on a bid or project that requires self-contained, dedicated effort and which could be completed more efficiently than at their normal place of work.
- When the employee has a personal commitment, which could accommodate a short term working from home arrangement.

### **4.13 Cancellation**

4.13.1 The employee understands that there exists no contractual right to work remotely. The arrangement may be terminated at the request of the company or the employee upon advance written notice at any time, with or without cause.

**\*\* Sample Work Agreement (beginning next page) \*\***

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## SAMPLE REMOTE WORK AGREEMENT

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Employee Name (please print):

\_\_\_\_\_  
LAST NAME FIRST NAME MI

Department:

\_\_\_\_\_

Manager Name (please print):

\_\_\_\_\_

Agreement Dates: \_\_\_\_\_  
BEGIN DATE END DATE (if not 'open')

These conditions for remote work are agreed upon by the employee, manager, and department leader.

The employee will work at:

\_\_\_\_\_  
STREET ADDRESS CITY STATE

The employee's designated remote work location (i.e., home office, section of living room, etc., ) will include the following:

\_\_\_\_\_

\_\_\_\_\_

1. The employee's remote work schedule will be:

Remote Workdays: \_\_\_ Mon\_\_\_ Tues \_\_\_ Wed \_\_\_ Thu \_\_\_ Fri \_\_\_ \*ALL WEEKS DAYS\*

Remote Work Time: Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

Breaks: \_\_\_\_\_

Total Remote Working Hours per Day: \_\_\_\_\_

2. The employee shall be reachable by telephone during agreed upon hours.

3. The employee agrees to follow established company and department procedures for requesting

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and obtaining approval of paid time off.

4. The employer/employee will furnish necessary computer equipment and software to participate in the remote work program.
5. The employee will furnish and pay for high speed internet access to participate in this program.
6. The employee agrees to allow the employer to inspect the off-site premises upon notice during business hours.
7. All computers/laptops taken from the workplace to be used in working remotely must be taken directly home. No stops of any kind are permitted while leaving the computer/laptop unattended, e.g. in the car while in the grocery store. This applies to returning the computers/laptops to the workplace as well.
8. Employee understands that all terms and conditions of the Company Employee Manual remains in full force and affect; including at employee’s remote worksite.
9. Additional conditions agreed upon by the employee and manager:

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This agreement is subject to the terms and conditions stated in the *(Company Name)* ‘Remote Work Policy’, a copy of which is attached.

**I have read and understand both the *(Company Name)* Remote Work Policy and this agreement, I agree to abide by and operate in accordance with the terms and conditions outlined in both documents. I agree that the sole purpose of this agreement is to regulate working remotely. I understand that this agreement may be terminated at any time with advanced written notice by either myself or *(Company Name)*.**

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**EMPLOYEE SIGNATURE** **DATE**

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**MANAGER SIGNATURE** **DATE**

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**DEPARTMENT HEAD SIGNATURE** **DATE**