



Community Action Program Legal Services, Inc

SAMPLE REMOTE WORK POLICY

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[Footnotes included in this sample policy are meant to help you better understand the policy and how to adapt it to the needs of your organization. You should delete this text before finalizing your policy. Bracketed and highlighted text should also be modified or omitted from your final policy based on your organization's specific needs and situation.]

REMOTE WORK POLICY

From time to time, [CAA NAME] ("CAA") may allow some employees to work remotely (telecommute or "work from home"). This policy applies to CAA employees permitted to work remotely on a regular basis. This policy may also apply in instances where a pandemic or natural disaster necessitates remote work arrangements. This policy does not apply to requests for reasonable accommodation¹ or occasional remote work arrangements, such as in instances of inclement weather. Employees requesting to work remotely as a reasonable accommodation should follow CAA's procedures on requests for reasonable accommodation.

Eligibility for Remote Work Arrangement

A CAA employee (the "Employee") is eligible to request a remote work arrangement if, within the discretion of [the Employee's department head/Executive Director]² (the "Administrator") (1) the Employee's essential job functions may be performed remotely, (2) [the Employee's introductory/trial/provision period has passed][the Employee has been employed for [six months]], and (3) the Employee has a satisfactory performance record.³ Working remotely may be appropriate for some employees and jobs, but not for others. All remote work arrangements must be approved in advance by the Administrator. Permission to work remotely is at the sole discretion of the Administrator and can be withdrawn, for any or no reason, at any time. Furthermore, CAA's Executive Director retains the discretion to invoke this policy at any time for certain positions or on a staff-wide basis.

Remote working request forms are available at [location/link]. The Employee may request a remote work arrangement by submitting a completed form in writing to [their direct supervisor] (the "Supervisor"). The Supervisor may contact the Employee for additional information.

¹ A reasonable accommodation is a modification or adjustment to a job or work environment that enables an individual with a disability to perform the essential functions of their job. The Americans with Disabilities Act of 1990 (ADA) requires that covered employers provide reasonable accommodations to qualified applicants or employees with a known disability unless it would impose an undue hardship on the employer's business. Employee requests for a reasonable accommodation under the ADA should be processed via separate, pre-established policies and procedures. Please refer to this [U.S. Department of Labor resource](#) on accommodations for more information. Note that similar (and, in some cases, broader) obligations may exist under state and local law.

² The managerial hierarchy between the employee's direct supervisor, department head, and Executive Director with regard to reviewing employees' eligibility for remote work as outlined in this policy is meant to be illustrative. CAAs should consider employees' eligibility for remote work arrangements via pre-existing managerial hierarchies, if any exist. CAAs without such hierarchies or other pre-established procedures should consider which staff members or departments at the CAA are in the best position to evaluate requests for remote work arrangements.

³ All factors concerning an employee's eligibility for remote work should be considered entirely within the employer's discretion.

Before entering into any remote working arrangement, the Supervisor, in consultation with the Administrator and the Employee, as needed, and with the assistance of the [HR Department], shall evaluate a number of factors to determine the suitability of such an arrangement, including (but not limited to) a review of the following areas:

- **Employee suitability.** Assess the needs and work habits of the Employee (including in relation to supervision) to determine whether the Employee is able to adequately carry out their essential job functions in a remote work arrangement.
- **Job responsibilities.** Consider the Employee's job responsibilities and determine if the job is appropriate for a remote work arrangement.
- **Equipment and technology needs, workspace design considerations and scheduling issues.** Review the physical workspace needs, the appropriate location for the Employee to conduct work, and any scheduling changes necessitated by the Employee's remote work environment.
- **Tax and other legal implications.** Consult with a tax professional and local counsel to determine any tax or legal implications under IRS or state or local government laws.⁴

CAA May Approve Requests to Work Remotely for a Trial Period

CAA may choose to approve a request to work remotely for a trial period of [] days. Evaluation of the Employee's performance during the trial period will include regular interaction by phone and e-mail between the Employee and Supervisor, and weekly face-to-face meetings via videoconferencing or other technological means to discuss work progress and problems. At the end of the trial period, the Employee and Supervisor will each complete an evaluation and make a recommendation for continuance, modification(s), and/or termination of the arrangement. The Administrator will review the evaluations and will decide, in conjunction with the [HR Department], whether the remote work arrangement may be withdrawn or approved for a longer period of time. Evaluation of the Employee's performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency, but it will also include a general assessment of the Employee's remote work arrangement. If an employee is placed on a developmental or performance improvement plan, the remote work arrangement may be temporarily or permanently discontinued.

CAA's Policies Remain in Effect

Employees permitted to work remotely must continue to abide by CAA's Employee Handbook and all other applicable employee policies, including [Other Policy Name] policies. Failure to follow CAA policies may result in termination of the remote work arrangement and discipline, up to and including termination of employment.

⁴ Remote work arrangements that involve employees working from a state other than the one where their employer is physically located may affect how state and federal tax laws apply to both the employee and the employer. CAAs considering such an arrangement are advised to consult with local tax professionals to fully understand the tax implications – particularly those concerning payroll and income tax laws – before committing to the arrangement.

Employees are prohibited from engaging in work for third parties and all other unauthorized work during their remote work hours.⁵

Remote Workplace Arrangement

Availability and Communications: The Supervisor shall advise the Employee of their reasonable expectations for the Employee's work schedule and availability for meetings and communications with supervisors (for example, daily phone calls, weekly status reports, in-office visits, etc.). The Employee shall make themselves available and communicate as advised.

Timekeeping⁶: Following discussion with the Employee, the Supervisor will provide to the Employee, in writing, the number of hours and method of timekeeping that the Employee shall use while working remotely. The Employee shall work for the agreed-upon number of hours each week and shall record and report their time to Supervisor in the manner agreed upon. Nonexempt employees who are permitted to work remotely shall comply with CAA's [Timekeeping Policy/payroll practices/[Policy Name]]. Employees must accurately record all working time and may not work "off the clock".

Workspace: The Employee must establish an appropriate work environment within their home and have the resources to do their job effectively. Employees are responsible for maintaining a stable and reliable Internet connection [and phone line] that allows them to work virtually.

Equipment and Technology: [The Employee shall provide all furniture and equipment necessary for their remote work arrangement⁷. CAA is not responsible for any damage to

⁵ This provision may already be addressed in your organization's existing employee handbook/personnel policy. CAAs should confirm that this provision is consistent with other employee policies addressing outside employment and/or include language referencing those policies, if they exist.

⁶ CAAs employing a remote workforce of non-exempt employees should pay particularly close attention to timekeeping and recording with regard to those employees to help ensure that they are not working off the clock or, conversely, recording hours they did not work. Additionally, while FLSA overtime pay requirements only dictate that employers must accurately track and record the number of hours that non-exempt employees work, CAAs should still keep an accurate record of hours worked by remote exempt employees. Doing so can help to resolve disagreements between the employee and employer, assist with time and effort reporting for grant purposes, and ensure that the employer complies with federal record retention requirements.

⁷ A minority of states require employers to provide or reimburse employees for all equipment and supplies necessary to perform their job duties. Where such requirements do not apply, the decision of whether to provide equipment and technology to a remote employee, or to reimburse the employee for purchasing work-related equipment and technology, is entirely within the employer's discretion. However, relying on employees to supply their own laptops and other technology can introduce security-related inconsistencies and liabilities with regard to employers' sensitive data and information. As such, many employers may opt to provide employees with laptops and other equipment in the interest of making sure such information is retained and transmitted in a secure fashion. At the same time, while giving remote employees the equipment necessary to perform their essential job functions can promote informational security and have a positive effect on the employees' remote productivity, doing so may have tax implications for both the employer and employee. For instance, employer-provided equipment may qualify as taxable income to the employee, depending on whether the equipment was provided for "non-compensatory business reasons"; that is, there must be a substantial reason relating to the CAA's business for providing the employee with the equipment. CAAs considering providing equipment or reimbursing employees for equipment purchases should consult a local attorney and/or tax professional to fully understand the federal and state tax implications and potential security concerns of doing so.

Employee's furniture or equipment suffered in connection with Employee's remote work arrangement.]

[CAA shall loan the following equipment, as needed, to employees approved for remote work arrangements:

- [Computer/laptop.]
- [Cellphone/teleconferencing equipment.]⁸
- [Anti-virus software.]
- [Office supplies such as paper or printer cartridges.]
- [Other Equipment or Technology.]

Equipment that CAA provides is CAA property. CAA retains ownership of the property and reserves the right to monitor the property even when used at a remote location. Any equipment supplied by CAA shall be used solely by the Employee for business purposes only. The Employee must keep CAA property safe and avoid any misuse, damage, or theft. Use of all equipment supplied by CAA must comply with all applicable employee policies [including, but not limited to, [list if possible]].

CAA will be responsible for repairing any equipment supplied by CAA. However, the Employee is responsible for any intentional damage. All CAA equipment must be returned when the remote work arrangement ends or upon request by CAA.⁹

CAA's technology support is available to assist the Employee while working remotely from [hours]. CAA's technology support may be contacted at [telephone number]/[email]/[website].

The Employee agrees that access and connection to CAA's network(s), even if through a personal device, may be monitored [to record dates, times, and duration of access].

⁸ In addition to thinking about the considerations outlined in footnote 7, if a CAA provides cell phones to remote employees, it should implement an organization-wide cell phone policy outlining permitted uses of such phones. The policy should also address, if applicable, if and how employees may be reimbursed for using personal cell phones for business purposes.

⁹ In addition to thinking about the considerations outlined in footnote 7, CAAs should remember that there are limited options for recovering employer-provided equipment. An employer cannot withhold an employee's paycheck until company property is returned, even after the employee has been terminated. Under certain circumstances, an employer may be able to deduct the cost of missing property from an employee's final paycheck, but many states limit such deductions and may require the employee's consent. Employers can deduct the cost of company equipment from an employee's severance benefits or require employees to return company property to receive severance benefits, provided such severance benefits are discretionary and not required to be paid under any existing contract, plan or policy.

Expenses¹⁰: [CAA will reimburse the following costs incurred in connection with performing duties for CAA at the written request of the Employee and after production of documentation verifying such costs:

- [Cellphone/long distance telephone charges.]
- [Internet access.]
- [Electric bills.]
- [Other Expenses.]

CAA will not reimburse any additional expenses without advance [notice/approval].]

[CAA will not be responsible for any of the following costs:

- [Cellphone/long distance telephone charges.]
- [Internet access.]
- [Electric bills.]
- [OTHER EXPENSES.]

Security: The Employee is responsible for securing from theft any CAA property. Employees shall use CAA's secure remote access procedures, which may include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the remote work environment.

The Employee agrees to maintain confidentiality by using passwords, locked file cabinets, and maintaining regular anti-virus protection and computer backup. The Employee shall not download CAA or client confidential information onto a non-secure device¹¹.

The Employee shall not share any passwords with anyone outside of CAA. If any unauthorized access or disclosure occurs, the Employee shall inform CAA immediately.

¹⁰ A minority of states require employers to provide or reimburse employees for all business expenses. Where such requirements don't apply, the extent to which an employer may reimburse an employee for costs resulting from remote work arrangements is at the discretion of the employer. However, it should be noted that the Fair Labor Standards Act (FLSA) does prohibit employers from requiring employees to pay the employer for business expenses to the extent that doing so decreases the employee's wage rate below the minimum wage required under the act. The language of this section and the cost items referenced are purely illustrative and may be modified, added to, or removed, depending on your organization's specific situation and pre-established reimbursement procedures, if any exist.

¹¹ CAAs should consider referencing its Use of Computer, Internet and Email policy, if one exists. For more information, see [CAPLAW's model Use of Computer, Internet and Email policy](#).

Injuries and Workers' Compensation: In the event of a job-related injury¹², the Employee shall report the incident to the Supervisor as soon as possible pursuant to the procedures outlined in CAA's [Worker's Compensation Policy/[Injury Reporting Policy Name]]. Note that workers' compensation does not apply to injuries to any third parties or members of Employee's family on Employee's premises. Furthermore, workers' compensation does not apply to injuries incurred outside of working hours/outside of the remote workspace.

Employee Tax Implications: It will be the Employee's responsibility to determine any personal income tax implications of maintaining a home office. CAA will not provide tax guidance; nor will CAA assume any additional tax liabilities. The Employee is encouraged to consult with a tax professional to discuss income tax implications.

Administration of This Policy

The [HR Department] is responsible for the administration of this policy. Any questions regarding this policy or about working remotely that are not addressed in this policy should be directed to the [HR Department].

[Employees Covered Under a Collective Bargaining Agreement]¹³

The employment terms set out in this policy work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with CAA. Wherever employment terms in this policy differ from the terms expressed in the applicable collective bargaining agreement with CAA, employees should refer to the specific terms of the collective bargaining agreement, which will control.]

Disclaimer of Restrictions on Employees' Rights

This policy is not intended to preclude or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits, or terms and conditions of employment, forming, joining or supporting labor unions, bargaining collectively through representatives of their choosing, raising complaints about working conditions for their and their fellow employees' mutual aid or protection, or legally required activities.

Additional Terms

The policy has been adopted voluntarily by CAA and is not intended to give rise to contractual rights or obligations. CAA may modify, add to, terminate or deviate from this policy at any time and from time to time, without prior notice. In addition, it is understood that, except where a written employment agreement or collective bargaining agreement provides otherwise, all

¹² OSHA considers an injury to be job-related where an event or exposure in the work environment caused or contributed to the injury or significantly aggravated a pre-existing injury (you may find further guidance from OSHA on this subject [here](#)). For this reason, it is important to clearly and accurately define the employee's remote workplace, hours of work, expected responsibilities, and other details of the employee's arrangement via both written and photographic documentation. CAAs should also consult with their Worker's Compensation insurance carrier for further clarification regarding their coverage and, specifically, steps CAA may need to take to ensure coverage.

¹³ This section is only necessary to include where the organization employs a unionized workforce.

employment at CAA is “at will,” meaning that Employee retains the right to terminate their employment with CAA at any time without notice or cause and CAA also retains that right as well.¹⁴

¹⁴ It is common practice to include an “acknowledgement” at the end of employment policies like this one to confirm that employees have read and are aware of the policy. However, acknowledgements can be problematic, as they may be construed to create a contractual relationship between the organization and a given individual employee. This is not the intent of most employment policies. Rather, the intent is to generally inform employees of the organization’s policies and procedures with regard to the policy’s subject matter. If your organization decides that an acknowledgement is necessary to include, though, consider wording the language in this way: “I, (employee name), acknowledge that on (date), I received and read a copy of CAA’s Remote Work Policy. I understand that the information in this policy is intended to help CAA’s employees work together effectively on assigned job responsibilities. This policy is not promissory and does not set terms or conditions of employment or create any contractual rights.”