This draft is provided to clients and friends for reference only. It is designed for consistency with federal and Indiana law but not tailored to any individual employer's needs.

It must be tailored in light of each employer's specific facts and circumstances.

Consult counsel regarding use or application of specific provisions to specific circumstances.
Remote Work Policy

This Policy supersedes all prior policies, procedures and practices with respect to remote work – verbal or written.

I. Basic Policy & Principles

All other things being equal, “live” in-person interaction best facilitates communication, understanding, and trust, all of which are crucial to organizational and individual success. We function best when we interact with those we serve – and one another – in an environment that utilizes and facilitates the full available range of our senses and perception.

At the same time, business needs change, as do individual circumstances and physical environments. Our ability to work together productively and safely can be impacted by developments within our organization as well as events in our surrounding communities. In such circumstances/Where such circumstances last (or are expected to last) on a sustained or recurring basis, remote work may be a feasible alternative to traditional physical worksites. The best remote work arrangements are those that are thoughtfully structured and appropriately tailored, and the goal for any remote work arrangement is to optimally balance EMPLOYER, employee, and client needs. Some situations will be amenable to remote work arrangements, some won’t. Almost all will be unique in one way or another. Unless specifically informed otherwise by management, remote work is a temporary arrangement meant to address needs or situations that themselves are expected to be temporary, with a goal of returning to traditional worksite activities as much and as soon as reasonably possible (whether those activities are the same as, similar to, or different from those performed previously).
For purposes of this policy, the phrases “remote work” and “telework” have the same meaning and are used interchangeably. Neither this policy nor any individual remote work agreement constitute a contract of employment or otherwise impact the at-will nature of employment with EMPLOYER.

II. General Remote Work Expectations

Communication. Teleworking employees must be reachable and responsive by telephone, web meeting sites and/or e-mail during agreed-upon work hours. Each employee and supervisor will/should discuss expected turnaround time and the form(s)/format(s) for responses at the outset of the remote work arrangement and as-needed afterwards. Employees are expected to participate fully, regularly, and consistently in scheduled check-ins with their supervisor(s).

Conditions of Employment. Remote work has no impact on the at-will nature of employment with EMPLOYER. Separately, remote work does not alter the terms or conditions of employment unless and only to the extent stated otherwise by management in writing. By way of example only: wages, benefits and leave eligibility for teleworking employees remain unchanged. In addition all of EMPLOYER’s policies, rules and procedures apply at the remote work site, including those governing: information security; appropriateness of communications (internally and externally); employee rights and responsibilities; facilities and equipment management; financial management; information resource management; purchasing of property and services; and workplace safety. Failure to follow applicable policies, rules and procedures may result in termination of telework arrangements, disciplinary action and/or separation from employment.

Dependent Care/Personal Business. Remote work is not a substitute for childcare or other dependent care. Employees are expected to be working during working time, not tending to children or other personal business. Employees are expected to take all reasonable steps to eliminate (or minimize) interruptions to EMPLOYER work/business during working hours.

Equipment. Home/remote worksite furniture and equipment generally will be provided by the employee. If equipment, supplies, and/or software is provided by EMPLOYER, it must be used exclusively by the employee and for EMPLOYER

August 2021
business. Software must not be duplicated or used in any manner inconsistent with its applicable license(s).

Teleworking employees are responsible for safe transportation, set-up, care, and return of EMPLOYER equipment, and for notifying EMPLOYER promptly of any repair or maintenance needs (whether routine/scheduled or unanticipated). EMPLOYER will not be responsible for any damage or wear to employee-owned equipment or property arising from or related in any way to a teleworking arrangement.

Facility Closure. Unless specifically instructed otherwise by their supervisor, teleworking employees are expected to continue working as scheduled even if one or more EMPLOYER facilities is/are closed (and regardless of whether or not others are working or receiving paid time off).

If there is an outage or other emergency circumstance rendering work unsafe or infeasible at the remote work site, the employee must notify their supervisor as soon as (safely) possible. The employee may be reassigned to the primary worksite or an alternate worksite or allowed to use available paid or unpaid time during such periods.

Home Work Site/Remote Work Location. The employee is responsible for establishing and maintaining a workspace that is quiet, clean, and safe, with adequate lighting and ventilation and that complies with any applicable zoning regulations, covenants, or other regulations governing use of the space. In addition, the employee is responsible for notifying management promptly of any assistance needed from Employer with respect to any safety issues associated with the remote worksite. The employee will not conduct work-related visits outside the telework site or hold work-related meetings with anyone at the telework site, except if and only as approved by management in advance. Meetings with other EMPLOYER staff in the same physical location (i.e., non-virtual) are not permitted unless approved by management in advance.

← The statements about responsibility in this paragraph are expectation-setting only. Employers who wish to hold employees legally responsible for property/equipment damage (and/or minimize exposure to third-party claims) should consider developing separate legally binding agreements (contracts) to be signed by each employee entrusted with such equipment. Alternatively, consider incorporating these concepts into the “Remote Work Plan” or equivalent document signed by employees working remotely.
Remote work locations must meet the following requirements:

1. Located in Indiana.

2. All exits are free of interior and exterior obstructions, and the space meets applicable fire/safety codes.

3. Supplies and equipment (both departmental and employee-owned) are kept in good condition and in a secure area.

4. The area is well ventilated and temperature controlled.

5. Storage is organized and free of any fire, combustion, or other hazards.

6. All extension cords are grounded (three-pronged) and utilized properly.

7. Any exposed or frayed wiring or cords are repaired or replaced immediately upon detection.

8. Electrical enclosures (switches, outlets, receptacles, junction boxes) have tight-fitting covers or plates.

9. Surge protectors are used for computers, printers, and other EMPLOYER electrical equipment.

10. Heavy items are securely placed on sturdy stands close to walls.

11. Computer components are kept out of direct sunlight and away from heaters and magnets.

12. The remote work location must have working fire alarms (and, in EMPLOYER’s discretion, carbon monoxide detectors) on each floor of the structure. These must be checked at least every three months (and results reported to [management/HR/specify other] in writing as requested and/or on a schedule determined by EMPLOYER).

13. A first aid kit is easily accessible, appropriately stocked, and replenished as needed.
14. Portable fire extinguishers are easily accessible and serviced as needed.

The following safety measures will be posted in all remote work locations.

1. Emergency phone numbers (hospital, fire department, police department).

2. Clearly marked map of the telework location, posted visibly and identifying:
   a. Primary and secondary fire evacuation routes; and
   b. Tornado shelter location(s).

**EMPLOYER** may impose additional requirements as it determines appropriate based on specific circumstances and may inspect remote work locations periodically.

**In Person (Onsite) Meetings.** Teleworking employees may need to be available to come to **EMPLOYER** offices/sites on “short-notice” if, in management’s discretion, business needs necessitate the employee’s presence. Management will attempt to use phone communications in lieu of live meetings to the extent feasible.

**Incidents/Safety.** Employees must report any injuries incurred while teleworking *immediately*, just as if the injuries were incurred at their ordinary (i.e., non-teleworking) worksite. Workers’ compensation will not apply to non-job related injuries that might occur in the home. Employees working remotely are responsible for ensuring the safety of any third-parties (i.e., non-employees) who visit or interact with the remote work site.

**Leave & Attendance.** Teleworking employees must obtain supervisory approval before taking leave in accordance with applicable **EMPLOYER** policy(ies) and must report absences and otherwise comply with **EMPLOYER**’s attendance policies and procedures.

**Office Supplies.** **EMPLOYER** will provide office supplies needed to perform work duties, and employees must not use such supplies for personal or any other non-**EMPLOYER** business.
Performance & Evaluations. The supervisor and teleworker will formulate objectives, expected results, and evaluation procedures for work to be performed remotely. The supervisor and telework employee are expected to meet (whether virtually or at a common site) at regular intervals to review the employee’s work performance.

Recording All Time Worked. Non-exempt teleworking employees are REQUIRED to record accurately all hours worked, just as they are when working traditionally “on-site,” using the method(s) identified by management. Non-Exempt employees will be required to complete a daily time log of activities that were worked on and/or completed.

Employees working remotely will be held to the same standard of timekeeping compliance as employees working on/at EMPLOYER premises. Any hours in excess of or outside the regular telework schedule must be pre-approved by the supervisor (regardless of whether or not they constitute “overtime”). Failure to comply with this requirement can result in the immediate termination of the remote work arrangement and/or disciplinary action.

Record/Property Retention. All electronic work product, files, documents records, etc. (collectively referred to in this policy as “Files”) that are used, developed, or revised while working remotely must be saved and/or copied to EMPLOYER computer systems. Hard copy Files must be submitted regularly to the EMPLOYER for appropriate on-site filing. Any hard copy File retained at the remote site after submission to the EMPLOYER must be maintained securely or destroyed in accordance with predetermined, management-approved retention protocols. Secure storage of hard-copy Files at a remote work site require safe storage in a locked file cabinet or other approved area dedicated to EMPLOYER material (i.e., not commingled with any personal property). The employee is responsible for ensuring that non-employees do not access confidential or proprietary EMPLOYER information, either in print or electronic form.

Taxes. A home office is not an automatic tax deduction, and EMPLOYER does not give tax advice. Employees working remotely are responsible for consulting their own tax professional with any questions.

Telephone. The teleworking employee’s supervisor will determine the most efficient and effective setup for telecommunications, whether through the use of a landline (typically one dedicated to EMPLOYER business) or cell phone (either employee- or EMPLOYER-owned).
Travel & Other Reimbursements. EMPLOYER’s typical travel reimbursement policies do not apply to remote work arrangements, as travel generally should be minimal or non-existent during such arrangements. Any reimbursements during telework arrangements must be approved in advance and will be considered on a case-by-case basis in management’s discretion.

III. Individual Telework Expectations

In all/most/appropriate cases, employees approved to work remotely will be required to execute an individualized Remote Work Plan drafted/approved by their supervisor/Human Resources/Other. Like all “plans,” they are not guarantees and are subject to change and modification based on changed circumstances, new information, and/or accumulated experience. Employees working remotely and their supervisors are encouraged and expected to maintain regular scheduled and as-needed communication to: (1) ensure telework arrangements continue to optimally balance everyone’s needs and resources; and (2) plan efficiently for the employee’s return to a traditional worksite.

← Highly recommended to require individualized plans in all cases, but if workload/resources do not permit, at least try to complete individualized plans in as many cases as possible. Note also, the phrase “plan” is used intentionally to distinguish from an “agreement.” “Agreements” frequently denote a legally binding contract, which typically is neither necessary nor advisable. Among other reasons, such contracts can remove the benefits of at-will employment. Rather, in most cases, employers want (and need) only a document certifying the employee’s acknowledgment of expectations, including the fact that the arrangement is necessarily subject to change.
This Remote Work Plan ("Plan") sets forth EMPLOYER’s expectations with respect to the “Employee” and remote working arrangement described below. It is not a contract of employment, has no impact on the existing at-will nature of employment, and may be modified as needed based on business needs.

I. Employee Information

<table>
<thead>
<tr>
<th>Employee Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Title:</td>
<td></td>
</tr>
<tr>
<td>Program:</td>
<td></td>
</tr>
<tr>
<td>Supervisor:</td>
<td></td>
</tr>
</tbody>
</table>

Arrangement requested by:  
- [ ] Employee  
- [ ] Employer

Location where remote work will be performed:  

Anticipated effective dates:  From _____________ To _____________

II. Anticipated Remote Work Schedule and Location

<table>
<thead>
<tr>
<th>Day</th>
<th>Planned Work Hours</th>
<th>Location (if different from that listed in Section I above)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
III. Telecommunications

Employee’s phone communications during this remote work arrangement will be (check one) □ primary □ exclusively through (specify, e.g., personal land line, personal cell phone, EMPLOYER cell phone):

______________________________________________________________________________
______________________________________________________________________________

IV.

V. Plan Review, Modification, and Termination

Employee and their supervisor plan to meet to discuss the effectiveness of this remote work arrangement as follows:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Employee understands this Plan is subject to modification or cancellation by EMPLOYER at any time due to business needs, and that EMPLOYER will provide as much notice as feasible of such changes. Employee acknowledges and agrees that Employee is not permitted to return to on-site work without EMPLOYER approval and that such work may be different from that performed previously based on business needs as determined by management.
VI. Job Duties

Employee’s regular job description when not working remotely is attached. Any exceptions or additional duties are set forth here (expand or attach additional pages as needed):

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

VII. General Policy Compliance and Other Matters

Employee and Employee’s supervisor as well as Human Resources have reviewed and discussed any questions they have for each other regarding EMPLOYER’s Remote Work Policy, and Employee specifically acknowledges and agrees to the General Remote Work Expectations set forth in that Policy. Any exceptions or additional terms are set forth here:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

(If applicable) Employee will be eligible for reimbursement(s) as follows:

______________________________________________________________________________
______________________________________________________________________________

VIII. Safety Acknowledgments

[Note: This “Safety Acknowledgments” section is optional. It is intended to address three distinct categories of risk: (1) personal injury claims by employees; (2) property damage claims by employees; and (3) third-party claims for personal or property damage. Practically speaking, this will have little effect against employee injury claims and third-party claims. Workers compensation coverage (which cannot be waived or released in advance) is extremely broad and applies to nearly any injury incurred while working and/or related to work. Financially speaking, individual employees are unlikely to be able to effectively defend/indemnify against third-party claims. The protection against employee property damage claims is significantly stronger. Collectively, this section is less language to be relied on in a legal proceeding and more language to set/emphasize expectations. Note also: some company cultures/workforces are inherently wary or distrustful of “legalese,” and particularly phrases involving waiver, indemnification, etc. Each employer should consider the collective benefits (legal protection and expectation-setting) as well as the potential impact on employee relations/morale of including or omitting this section.]
By signing below, Employee agrees to the above terms and conditions. In addition, employee acknowledges that EMPLOYER will not be responsible, under any circumstances, for any injury, harm, or damage to third parties or third-party property occurring at the remote work location(s) identified in Section I above, and employee agrees to indemnify, defend, and hold harmless EMPLOYER from any third-party claims for injury, harm, or damage to any person, entity, or property occurring at or arising from such location. Employee further releases, waives, discharges, and covenants not to sue EMPLOYER and any of its owners, officers, agents, employees, insurers, or other representatives (collectively “Releasees”) from any claim or liability - whether any such claim arises from any Releasee’s act, omission, negligence or otherwise, and whether arising under theories of statutory, regulatory, tort, or any other law – for: (1) any form of damage or harm to Employee’s own property arising from or in connection with this or any other telecommuting arrangement; and (2) any form of damage or harm (including any claim for medical expenses, bodily injury, property emotional distress, and attorney’s fees and costs) not covered by EMPLOYER’s workers compensation insurance. This Acknowledgment does not release any claims or damages that cannot lawfully be released, but both EMPLOYER and Employee intend that it be construed as broadly as lawfully possible.

IX. Acknowledgment of Receipt

My signature below confirms that I have received and reviewed a copy of this Remote Work Plan and read EMPLOYER’s Remote Work Policy. I understand that I am expected to comply and I agree to comply with both the Plan and the Policy. Neither constitute a contract of employment, and either may be modified or discontinued based on changed circumstances. I will direct any questions about my remote working arrangement to my supervisor/Human Resources.

____________________________________
Employee Signature

____________________________________
Employee Printed Name

____________________________________
Date