**REMOTE WORK POLICY**

**PURPOSE**

[EMPLOYER'S NAME] may grant eligible employees the option to work remotely on a consistent basis[, either as fully remote employees or as part of a hybrid arrangement where work is divided between remote and on-site locations]. Additionally, [EMPLOYER'S NAME] reserves the right to permit [or mandate] remote work during specific situations, such as pandemics, natural disasters, or other emergencies[, which may be temporary in nature].

This policy applies exclusively to employees seeking approval to engage in regular remote work. It does not cover ad-hoc or occasional remote work scenarios, such as working from home during inclement weather[, which employees should coordinate directly with their manager as needed].

This policy complies with all applicable federal, state, and local laws, including those in South Dakota, ensuring adherence to legal requirements for workplace accommodations, tax implications, and employee protections.

**DISABILITY ACCOMMODATIONS**

This policy does not govern requests for reasonable accommodations related to disabilities under the Americans with Disabilities Act (ADA) or applicable state and local laws. Employees seeking remote work as a reasonable accommodation for a disability must follow the procedures outlined in [EMPLOYER'S NAME]’s [Disability Accommodations Policy/[POLICY NAME]].

**ELIGIBILITY FOR REMOTE WORK**

[After completing [NUMBER] [days/weeks/months] of employment,] [F/f]ull-time employees] may be eligible to apply for remote work arrangements, provided their essential job functions can be effectively performed remotely[ and meet [OTHER CONDITIONS]].

All remote work arrangements require prior approval from [EMPLOYER'S NAME]. The decision to permit remote work is at [EMPLOYER'S NAME]’s sole discretion and may be revoked at any time.

**REQUESTING REMOTE WORK**

[After completing [NUMBER] [days/weeks/months] of employment,][ eligible employees may submit requests to work remotely to [EMPLOYER'S NAME].]

To apply for a remote work arrangement, employees should:

* Submit the request in writing.
* Provide the request to both their direct supervisor and the Human Resources Department.
* [Use the remote work request form, which is available at [LOCATION].]

[Upon reviewing the request, [EMPLOYER'S NAME] may seek additional information, including:

* An explanation of how the employee's job responsibilities can be effectively performed remotely.
* A plan for maintaining communication with their manager while working remotely.
* [[OTHER INFORMATION]].]

All remote work arrangements are granted at [EMPLOYER'S NAME]’s discretion and may be terminated by [EMPLOYER'S NAME] at any time.

[Employees approved for remote work may be required to report to [EMPLOYER'S NAME]’s office[s] [as needed/for office-wide meetings/[once a month/[FREQUENCY]]].]

**[TRIAL PERIOD FOR REMOTE WORK**

At its discretion, [EMPLOYER'S NAME] may approve a remote work request for a trial period [lasting [NUMBER] days].

During this trial period, [EMPLOYER'S NAME] will assess the effectiveness of the remote work arrangement. At the conclusion of the trial, the arrangement will be reviewed, and [EMPLOYER'S NAME] may:

* Extend the remote work arrangement for a longer duration.
* Modify the terms of the arrangement.
* Withdraw approval for remote work.

[EMPLOYER'S NAME] retains the right to terminate permission to work remotely at any time, both during and after the trial period.]

**POLICIES AND RULES**

Employees approved for remote work must comply with all applicable [EMPLOYER'S NAME] policies, as outlined in the [Employee Handbook/employee policies]. This includes, but is not limited to, adherence to the following:

* [POLICY NAMES].

Remote work-specific rules

Additional requirements for remote employees include:

* Authorized work only: Employees are prohibited from engaging in unauthorized work during their designated remote working hours.
* Dependent care: Employees must arrange for childcare or dependent care during work hours to ensure full focus on job responsibilities.
* [OTHER RULES].

Non-compliance

Failure to adhere to [EMPLOYER'S NAME] policies and remote work rules may result in:

* Disciplinary action.
* Termination of the remote work arrangement.
* [Termination of employment.]

For questions or clarification regarding these policies, employees should contact the [DEPARTMENT NAME] Department.

**TIMEKEEPING REQUIREMENTS**

Nonexempt employees approved for remote work must adhere to [EMPLOYER'S NAME]'s [Timekeeping Policy/payroll practices/[POLICY NAME]]. This includes:

* Accurate recording: All working hours must be accurately tracked and submitted using [EMPLOYER'S NAME]'s designated timekeeping system.
* Breaks and overtime: Employees must comply with company policies on breaks and overtime, ensuring any overtime is pre-approved by their supervisor.

Failure to comply with these requirements may result in disciplinary action and could affect the continuation of the remote work arrangement. For questions about timekeeping practices, contact the [DEPARTMENT NAME] Department.

**PAYROLL TAX GUIDANCE**

Employees with remote work arrangements are advised to contact the [DEPARTMENT NAME] Department for information regarding payroll taxes.

* Tax advice: [EMPLOYER'S NAME] does not offer tax advice and encourages employees to seek guidance from a qualified tax professional.
* State and local tax implications: Remote employees should review potential [state or local] income tax obligations that may arise due to their work location.

For any questions or clarifications, employees should reach out to [DEPARTMENT NAME].

**REMOTE WORK AGREEMENT**

Employees approved for remote work will be required to sign a written remote work agreement that includes the following:

* Employer's discretion: Acknowledgment that [EMPLOYER'S NAME] retains the right to revoke permission to work remotely at any time.
* Work hours: Specification of agreed working hours [and procedures for recording time worked].
* Communication expectations: Agreed frequency and methods of communication with your supervisor, such as [daily check-ins, weekly updates, or periodic in-office visits].
* Employee responsibilities:
	+ Safeguarding [EMPLOYER'S NAME]’s equipment and confidential information.
	+ Consulting local tax and zoning regulations to ensure compliance with any requirements or restrictions related to working from home.
* Workspace requirements: Establishing a suitable work environment, including ergonomic considerations for safety and comfort.

The written agreement ensures clarity on expectations and responsibilities for both the employee and [EMPLOYER'S NAME].

**EQUIPMENT AND TECHNOLOGY SUPPORT**

Provided equipment

* [EMPLOYER'S NAME] supplies the following equipment to employees approved for remote work:
* [Computer/laptop.]
* [Cellphone/teleconferencing/videoconferencing equipment.]
* [Antivirus software.]
* [Office supplies, such as paper or printer cartridges.]
* [OTHER EQUIPMENT OR TECHNOLOGY.]

[Any equipment provided by [EMPLOYER'S NAME] is for business use only and must not be used by others. Employees are required to adhere to the IT Resources and Communications Systems Policy/[POLICY NAME].]

Excluded equipment

[EMPLOYER'S NAME] does not provide the following for remote employees:

* [Furniture, such as desks or ergonomic chairs.]
* [Other examples, if applicable.]

Maintenance and responsibility

* [EMPLOYER'S NAME] will repair or replace any [EMPLOYER'S NAME]-provided equipment unless damage is intentional.
* Employees are responsible for any intentional damage to [EMPLOYER'S NAME]-provided equipment.
* [EMPLOYER'S NAME] is not liable for damage to personal furniture or equipment used while working remotely.

Return of equipment

Employees must return all [EMPLOYER'S NAME]-provided equipment when their remote work arrangement ends.

Technology support

[EMPLOYER'S NAME]'s technology support is available during [HOURS]. For assistance, employees may contact:

* [TELEPHONE NUMBER].
* [EMAIL].
* [WEBSITE].

Network monitoring

Employees acknowledge that their access to and connection with [EMPLOYER'S NAME]’s network(s) may be monitored, including the recording of access dates, times, and durations.

**INFORMATION SECURITY**

Employees working remotely must comply with [EMPLOYER'S NAME]’s information security and privacy policies, including but not limited to [POLICY NAMES]. To ensure the protection of company data and systems, the following requirements apply:

* Secure access: Employees must use secure remote access methods, such as a VPN, to connect to [EMPLOYER'S NAME]’s systems.
* Confidentiality maintenance: Employees must safeguard company information by:
	+ Using strong, unique passwords.
	+ Installing and maintaining antivirus software.
	+ Regularly backing up data on authorized devices.
* Restricted downloads: Employees are prohibited from downloading company confidential information or trade secrets onto nonsecure or unauthorized devices.
* Password protection: Employees must not share their passwords with anyone outside of [EMPLOYER'S NAME].

Reporting security incidents

If unauthorized access, disclosure, or theft occurs, employees are required to report the incident to [EMPLOYER'S NAME] immediately.

Safeguarding company property

Employees are responsible for protecting [EMPLOYER'S NAME] property from theft or unauthorized use. This includes using secure storage methods such as:

* Locked file cabinets.
* [Other specified methods, if applicable.]

Failure to follow these security protocols may result in disciplinary action and the termination of the remote work arrangement. Employees with questions about these requirements should contact [DEPARTMENT NAME] for clarification.

**EXPENSES**

Reimbursable costs

* [EMPLOYER'S NAME] may reimburse employees for certain costs incurred as part of an approved remote work arrangement, subject to eligibility and advance approval. Reimbursable expenses include:
	+ [Charges for personal electronic devices used for work, such as smartphones, tablets, mobile phones, or cellphones.]
	+ [Internet access fees necessary for remote work.]
	+ [Long-distance telephone charges made using a landline for business purposes.]
	+ [Additional electric usage resulting from remote work.]
	+ [Other pre-approved work-related expenses.]

Employees must seek prior approval from their supervisor or [DEPARTMENT NAME] for any additional expenses not explicitly listed. Requests for reimbursement must be submitted with proper documentation, such as receipts or bills, in accordance with [EMPLOYER'S NAME]’s expense reporting procedures.

Non-reimbursable costs

[EMPLOYER'S NAME] does not cover the following expenses, unless otherwise required by applicable law:

* [Costs for personal devices, such as smartphones or tablets, unless explicitly approved.]
* [Internet access fees beyond standard home use costs.]
* [Long-distance telephone charges unrelated to work.]
* [Electricity bills beyond standard home use costs.]
* [Other personal or non-business-related expenses.]

Employees are encouraged to contact the [DEPARTMENT NAME] for clarification regarding reimbursable and non-reimbursable expenses. Noncompliance with expense policies may result in denial of reimbursement requests.

**INJURIES IN THE WORKPLACE**

In the event of a job-related injury while working remotely, employees must report the incident to their supervisor immediately[, following the procedures outlined in [EMPLOYER'S NAME]'s [Workers' Compensation Policy/[INJURY REPORTING POLICY NAME]].] Prompt reporting ensures that necessary steps can be taken to provide medical attention and address potential workplace safety concerns.

**POLICY ADMINISTRATION**

The [DEPARTMENT NAME] Department is responsible for overseeing and managing the implementation of this policy.

For any questions about this policy or for clarification regarding remote work arrangements that are not explicitly addressed herein, employees are encouraged to contact the [DEPARTMENT NAME] Department directly. The team is available to provide guidance and ensure compliance with company standards.

**APPLICABILITY TO COLLECTIVE BARGAINING AGREEMENTS**

The guidelines outlined in this policy are designed to operate alongside and not replace, modify, or supplement any terms or conditions of employment established in a collective bargaining agreement between [EMPLOYER'S NAME] and a union.

Employees should consult their specific collective bargaining agreement for detailed provisions. In cases where the terms of this policy conflict with those in the applicable collective bargaining agreement, the collective bargaining agreement will take precedence.

[EMPLOYER'S NAME] remains committed to ensuring compliance with all rights and obligations under collective bargaining agreements.

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date