|  |
| --- |
| **Sample Remote Work Policy** |

|  |
| --- |
| **The Sample Remote Work Policy below provides guidelines for the overall remote working program.**  **This is a sample only and is not intended as legal advice.**  Disclaimer: This document is offered as a conceptual sample. Your own document should reflect your clinic's  policies as well as local, provincial, and federal regulations. Be sure to consult an attorney familiar with  employment law before using any such document. |

Remote working is the concept of working from home or another location on a full- or part-time basis. Remote working is not a formal, universal employee benefit. Rather, it is an alternative method of meeting the needs of the clinic and employee. The clinic has the right to refuse to make remote working available to an employee and to terminate a remote working arrangement at any time.

The clinic's policies for remote working 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 remote working 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 remote working program.

**Eligibility**

Successful remote workers 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 remote workers, and an evaluation of their supervisor’s ability to manage remote workers. Upon acceptance to the program both the employee and manager will be expected to complete a training course designed to prepare them for the remote working experience. All remote workers must sign an agreement.

**Equipment/Tools**

The clinic may provide specific tools/equipment for the employee to perform their 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 clinic business. The clinic will provide for repairs to clinic equipment. When the employee uses their 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 remote working. The employee shall maintain this workspace in a safe condition, free from hazards and other dangers to the employee and equipment. The clinic must approve the site chosen as the employee’s remote workspace. Any clinic materials taken home should be kept in the designated work area at home and not be made accessible to others. The clinic 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 clinic-owned equipment, software, data or supplies.

**Office Supplies**

Office supplies will be provided by the clinic as needed. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee’s manager. It will be the employee’s responsibility to determine any tax implications of maintaining a home office area. The clinic will not provide tax guidance nor will the clinic assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss tax implications.

**Communication**

Employees must be available by phone and email during core hours. All client interactions will be conducted on a client or clinic site. Employees will still be available for staff meetings, and other meetings deemed necessary by management. The clinic 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 clinic rules, practices and instructions.

**Worker’s Compensation**

During work hours and while performing work functions in the designated remote work area, remote workers are covered by worker’s compensation.

**Liability**

The employee’s remote workspace will be considered an extension of the clinic's workspace. Therefore, the clinic will continue to be liable for job-related accidents that occur in the employee’s remote workspace during the employee’s working hours. The clinic 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 their 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 remote working. The clinic assumes no liability for injuries occurring in the employee’s remote workspace outside the agreed-upon work hours. The clinic 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**

Remote working is not a substitute for dependent care. Remote workers will not be available during clinic core hours to provide dependent care.