TERMS AND CONDITIONS FOR REMOTE WORK - SAMPLE

Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Remote Work Site (address, telephone/cellphone number, email): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Emergency Contact Information for Remote Work Site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Work Schedule (non-exempt employee): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following terms and conditions apply to Employees who are given permission to work at home or at a place other than the parish or school (“location”).

The location, at its sole discretion, may change any of the terms and conditions under which you may work remotely, may revoke permission for remote work at any time, and may require you to work at the location’s premises (“on-site”).

1. **WORK STANDARDS AND PERFORMANCE**

While working remotely, you are required to:

1. Comply with all archdiocesan and location rules, policies, practices, and instructions that would apply if you were working on-site, including, but not limited to, policies governing use of technology, confidentiality, harassment and discrimination, and workplace safety.
2. Remain accessible during your agreed-upon work schedule.
3. Regularly communicate with the person in charge to stay current on assigned/relevant tasks, projects, and issues, etc.
4. Be available for video/teleconferences, scheduled on an as-needed basis.
5. Be available to attend scheduled work meetings in-person as requested or required by the person in charge.
6. If you are nonexempt (hourly), properly record all hours worked each day in compliance with archdiocesan and location policies and practices as described below.
7. Request supervisor approval to use vacation, sick or other leave in the same manner as when working onsite.
8. Your duties, obligations, responsibilities, and conditions of employment remain unchanged except those obligations and responsibilities specifically addressed in these terms and conditions.

## WORKPLACE SAFETY

Before working remotely, you are required to:

* 1. Complete the ***Remote Work Location Safety Checklist*** to certify that your remote workspace is safe and accords with the location’s workplace safety rules and policies.
  2. Maintain a safe, secure, and ergonomically suitable work environment.
  3. Notify the person in charge if you needs assistance in maintaining a safe workspace.
  4. Report work-related injuries to the person in charge immediately.
  5. Agree that you will hold the location and the archdiocese harmless for any injury to others at your remote workspace.

### USE OF THE LOCATION’S EQUIPMENT

While you are working remotely, the location will provide you the business equipment and supplies you need to perform the functions of your job.

1. **Ownership of Equipment:** The location owns all hardware, programs and apps issued to you. You are the only authorized user of the equipment. You may not lend the equipment to any other person. The location retains the right to collect and/or inspect the equipment at any time, including via electronic remote access, and to alter, add or delete installed programs or apps. The location may collect the equipment if you do not follow the [[Archdiocesan Acceptable Use and Responsibility Policy](https://handbook.la-archdiocese.org/chapter-10) for Electronic Communications](https://handbook.la-archdiocese.org/chapter-10) as set forth in the online Administrative Handbook.
2. **Return Condition**: If your employment at the location terminates, you shall promptly return the equipment in good working order, accounting for normal wear and tear.
3. **Responsible Daily Use**: You are expected to use the equipment in a professionally responsible manner. The equipment is intended for work use only and not for personal purposes. You shall have no reasonable expectation of privacy in your use of the equipment.
4. **Security**: You are expected to keep the equipment secure. Equipment may not be left unattended outside your approved remote work location. If you share a household with other people, equipment settings must remain in a fast sleep mode, requiring password or other security access to reactivate programs. If you have homeowner’s insurance, you should report the equipment to your carrier so that it may be covered in case of loss or theft.
5. **Software and Apps**
6. **Software and App Licenses**: The location owns the licenses for the software and apps installed on the equipment. Under no circumstances may any software or apps be copied or transferred to any other equipment.
7. **Authorized software and apps**: Only software and apps authorized by the location may be installed on the equipment.
8. **Backup of your data**: You will have adequate and secure storage space on \_\_\_\_\_\_\_\_\_\_\_\_\_. You will also have a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ account that can be used for data storage.

# Repair/Replacement

1. **When problems arise**: You must report functionality issues, loss, or damage to the person in charge promptly. Replacement equipment may be provided to you if deemed appropriate. All repairs/replacements must be made by the location and its selected vendors. Excessive repair/replacement incidents may result in withdrawal of the privilege of using the equipment, software, and apps outside the office.
2. **Warranty**: Equipment may be under warranty. Unauthorized modification of or tampering with the equipment may void a warranty.
3. **Consumable Parts**: The location will replace any parts that have a short usable life such as mouse batteries or printer ink/toner. If you cannot arrange for the location to replace a part, you must seek permission to purchase the needed part and submit an expense reimbursement request.

# Damage, Loss or Theft

1. **Damage not covered by warranty/insurance**: If equipment is damaged through your gross negligence or willful misconduct, you may be held responsible for replacement or repair.
2. **Loss or theft**: Loss or theft of unattended equipment or due to irresponsible use will be considered gross negligence or willful misconduct, and you will be responsible for the full cost of replacement. In the case of theft, a police report will be required before the equipment can be replaced through the location’s insurance policy.

### REPORTING TIME AND WORK SCHEDULES

Employees working remotely must adhere to the location’s policies on timekeeping and reporting for work. Your standard workday will be from \_\_\_\_\_\_ to \_\_\_\_\_\_, with a \_\_ minute unpaid meal break for nonexempt employees.

1. **Time Sheets:** You are required to submit accurate, signed time sheets to your supervisor/payroll practitioner by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert date/time). Time sheets must be completed daily and must include the following information:
2. Time you start work
3. For non-exempt employees: Time you start your meal break and when you return. Meal breaks must begin no later than 4 hours and 59 minutes after you start work and must be a minimum of 30 minutes from start to end
4. Time you end work
5. Total hours worked that day (for non-exempt employees only)
6. If not at work, reason for absence (sick, vacation, holiday, leave)
7. **Notice of Start and End Time**: In addition to the submitting a signed time sheet, you are required to send to your supervisor/person in charge an e-mail indicating the time you start work for the day and when you stop work for the day. The arrival and departure time indicated in the email must coincide with the time reported on your time sheet.
8. **Rest Breaks**: Employees shall take the required 10-minute rest breaks.
9. **Overtime:** You may be asked to work beyond your normal work schedule. Non-exempt employees will be paid overtime for work in accordance with the requirements of state and federal law.
10. **Overtime Approval**: All overtime must be approved by the person in charge ***in advance of being worked***. Non-exempt employees who work unapproved overtime will be paid for the time worked but may be subject to disciplinary action.
11. **Make Up TIme**: Non-exempt employees who are unable to work a regular 8-hour day for good reasons (e.g., medical appointments, parent-teacher meetings, emergency plumbing problems), may request “make up” time to complete a 40-hour work week. Make up time cannot exceed an additional 3 hours in a workday or result in more than 40 hours worked in a work week. The make up time request must meet all these requirements: It must be
    1. made voluntarily by you in writing on the [Make Up Time Request Form](https://handbook.la-archdiocese.org/Handbook%20Resources/make_up_time_request_form_for_non_exempt_employees.pdf#search=make%20up%20time), available in the online Administrative Handbook
    2. approved in advance of the make-up hours worked
    3. worked in the same work week as the time missed

If you know in advance that you will be requesting makeup time for a personal obligation that will recur at a fixed time over a succession of weeks, you may request to make up work time for up to four (4) weeks in advance. provided, however, that the makeup work must be performed in the same week that the work time was lost. You shall provide a signed written request for each occasion that you make a request to make up work time.

1. **Sick Leave and FMLA**: Location policies on sick pay and Family Medical Leave will comply with applicable COVID 19 pandemic rules to the extent those remain in effect

**ACKNOWLEDGMENT OF TERMS AND CONDITIONS FOR REMOTE WORK**

I acknowledge receipt of the ***Terms and Conditions for Remote Work*** and understand and agree that the terms and conditions may be evaluated on an ongoing basis to ensure that my work quality, efficiency and productivity are not compromised by the remote work arrangement.

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Employee Signature Date