

# 57 A|E|C WORK FROM HOME POLICIES



The Essential Guide

# **57 A/E/C Work from Home Policies: The Essential Guide**

PSMJ| **Resources, Inc.**

## **57 A/E/C Work from Home Policies: The Essential Guide**

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## Table of Contents

Introduction .....	1
Temporary Telework Policies .....	2
Remote Work and Flexible Schedules Policies .....	26
Telecommuting Agreements .....	126
Questionnaires and Checklists .....	134
Memos .....	152
Best Practice and Guidelines .....	156
Miscellaneous .....	162

## Introduction

PSMJ believes that firms must decide upon and launch plans, systems, and protocols to allow employees to work from home. The main goals are to keep key business systems going, remain in compliance, and all the time keep staff and clients they work with, safe.

But, what should a work from home A/E/C environment look like? PSMJ reached out to firms and asked them to share their written plans and considerations for employees who are working from home. And they were more than happy to share.

Please note: while this reference guide is intended to provide examples of reasonably accurate and clear return to work policies used by firms of all sizes today, it is sold with the understanding that PSMJ is not engaged in rendering legal or other professional services to the reader.

For more than 30 years, PSMJ Resources has been helping A/E principals to manage the business side of their operations. Even so, we don't know every firm, and we can't anticipate every situation. So, use this book to help you develop your firm's policies by adapting these suggestions to your firm's needs, and always use your professional judgment.

## **Temporary Telework Policies**

xxxx is monitoring developments related to the coronavirus (COVID-19). This notice states the Company's current policies in dealing with the virus. We ask each of you to comply with these policies. The Company's policies may change as circumstances unfold.

#### **Voluntary Temporary Telework Policy**

In response to the COVID-19 (corona) virus outbreak, to promote the health and safety of our employees, xxxx will permit employees to telework on a temporary basis. Telework may not be suitable for all employees, positions or tasks. Employees who need to make a field inspection or related visit will be expected to do so. "Office work" for employees may be accomplished by telework if approved by your supervisor or in the case of multiple supervisors, the individual that approves your timesheet.

Due to the uncertainty of the length and severity of the COVID-19 outbreak, all temporary telework arrangements will be evaluated on an ongoing basis and are subject to being modified or discontinued upon written notice.

To the extent possible, an employee's job duties and responsibilities will not change due to temporary teleworking. Professionalism in performance of job duties, work output and productivity, and client service and communication must be maintained at the standards set by the Company and the employee's supervisor. Temporary teleworking employees should be available during business hours via email and phone for communication with colleagues and clients as necessary. To the extent possible, an employee's job duties and responsibilities will not change due to temporary teleworking. Professionalism in performance of job duties, work output and productivity, and client service and communication must be maintained at the standards set by the Company and the employee's supervisor. Temporary teleworking employees should be available during business hours via email and phone for communication with colleagues and clients as necessary. Employees should either use your cell phone directly or download the 3CX smartphone app in order to make and receive calls. To the extent possible, the amount of time an employee is expected to work and/or productivity expectations will not change due to teleworking. Employee telework hours will be consistent with regular work hours, though temporary telework schedules may include flexible work hours outside of regular business hours, or reduced work hours, to accommodate the challenges employees may face in their homes and in their communities as a result of the COVID-19 outbreak, as determined at the Company's discretion.

To the extent possible, the amount of time an employee is expected to work and/or productivity expectations will not change due to teleworking. Employee telework hours will be consistent with regular work hours, though temporary telework schedules may include flexible work hours outside of regular business hours, or reduced work hours, to accommodate the challenges employees may face in their homes and in their communities as a result of the COVID-19 outbreak, as determined at the Company's discretion.

Open and ongoing communication between the teleworking employee and their supervisor is key to a successful temporary telework arrangement. It is expected that the employee and supervisor will work together to keep each other apprised of events or information obtained during the workday. Employees should communicate with their supervisor to identify in advance, and on an ongoing basis, any job duties or responsibilities that cannot be effectively performed during temporary telework. Likewise, employees must promptly notify their supervisor and Human Resources if personal circumstances, such as illness or

**Working from home**

The government has not closed our office, so we are still open for working onsite. To qualify for working from home, you need to have billable or required work and meet one of the following standards.

1. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to a Federal, State, or local quarantine or isolation order or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
5. The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the childcare provider of such son or daughter is unavailable, due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

If you meet one of the standards above and you want to work from home, please talk to your supervisor.



**working from home policy**

**Working from home policy**

While you are working from home you are still expected to meet XYZ's goals in the delivery of services. Your work should be the same as your work in the office, you are simply performing the functions from another location. It does not change the terms and conditions of your employment with XYZ and you must:

- Comply with all safety regulations, including maintaining a safe work environment free of clutter, exposed wiring, slippery surfaces, etc.
- Understand that any injury sustained while performing duties for XYZ outside the office is covered by XYZ's workers' compensation insurance. XYZ's standard reporting requirements for a work-related injury also governs the reporting of work-related injuries for an employee working remotely. Workers' compensation will not apply to non-work related injuries that may occur outside the office.
- Understand that working remotely is not a substitute for child care or elder care. Arrangements must be made for child care or elder care services during core working hours.

**Technology:**

To work remotely you must possess the appropriate equipment and a stable internet connection to allow for your job to be performed without any disruption. .

You must have the following applications open and active during core working hours:

- Skype for Business (includes phone and instant messaging)
- Microsoft Outlook
- Mobile device if required for your job function

**Time:**

- Working remotely must comply with all of your normal working hours at XYZ.

- During this two-week period, we are asking all hourly (non-exempt) employees to work the core XYZ hours (9-5 Monday through Friday; unless you already have a different schedule, say 8-4) and record 7 hours per day, and to put your time in on a daily basis
- Your timesheets must be submitted by the end of each week.
- If you are sick and are not working, please indicate it on your time sheet as paid time off
- All existing vacation and paid-time off will be applied in the same way as when you are in the office. It is not appropriate to cancel time off plans simply because you are working from home

Thank you for all your hard work, and I know that initially you may feel that you are less productive working from home with a different set up, but I am quite confident that in a few days it will feel seamless.

dependent care responsibilities, interfere with the employee's ability to fully perform their agreed upon job duties. Modifications will be considered as needed and implemented to the extent deemed appropriate by the Company.

Employees approved for temporary teleworking shall maintain documentation of tasks performed including but not limited to drafts, reports, minutes, correspondence, etc. For non-billable tasks, sufficient commentary on timesheet submissions is required.

The Company will work with employees to identify and provide any equipment and/or remote access approvals needed for temporary telework. The HR and IT Department will serve as primary resources in this matter. xxxx accepts no responsibility for damage or repairs to employee-owned equipment.

The Company will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. The organization will also reimburse the employee for any approved business-related expenses that are incurred by the employee during temporary telework. An employee who is not sure if an expense is reimbursable should obtain confirmation and approval from their supervisor prior to incurring the expense.

Temporary teleworking employees who are not exempt from the overtime requirements of the Fair Labor Standards Act and applicable state wage and hour laws will be required to record all hours worked in a manner designated by the Company. Hours worked in excess of those approved by the employee's supervisor, per day and per work week, will require the advance approval of the supervisor. Failure to comply with this requirement may result in the immediate cancellation of the temporary teleworking arrangement.

Employees approved for temporary telework are responsible for the security of information, documents, and records in their possession or used during teleworking. Employees approved for temporary telework must apply appropriate safeguards to protect the Company's confidential information from unauthorized disclosure or damage and must comply with all privacy and security protocols and requirements implemented by the Company. xxxx policies and work rules, as well as any applicable client policies or work rules, shall remain in effect.

Employees approved for temporary telework must maintain a safe work environment. Injuries sustained by an employee during temporary telework, in conjunction with the employee's performance of their regular work duties are normally covered by the Company's workers compensation policy. Employees approved for temporary telework must notify HR of any injuries. An employee who is approved for temporary telework is solely liable for any injuries to third persons and/or members of employee's family at the temporary telework site.

This policy is subject to frequent updates without prior notice.

## 1 Working from Home Policy

XYZ Studios will consider individual applications from staff members to work part or all of their working hours at home. This policy is only applicable to full time and part time staff members whose role is not centred on face-to-face contact with external or internal clients. All applications to work from home must be approved by the relevant Studio Director in conjunction with Human Resources.

Employees who work from home are managed by XYZ in the same way and are subject to the same terms, conditions and policies of employment. There are however, some additional arrangements that need to be agreed before the employee can commence working from home in a regular pattern.

### 1.1 Short Term Arrangements

Where the need arises, an employee can request to work from home for a day or two. This is a short-term arrangement only and must only be granted when there is no disruption to the levels of service XYZ must provide (internally or externally). In these circumstances the employee must work from home during regular hours and the company must be able to contact them during these hours.

### 1.2 Long Term / Regular Arrangements

Regular and/or long term arrangements for employees to work from home are only suitable for positions that:

- require little or no face to face interaction with external business partners or internal clients;
- require little or no face to face interaction with peers and co-workers;
- are easily transported from one location to another;
- require minimal company resources (eg. computer systems, company car, etc);
- are not usually required to attend unscheduled meetings;
- are project-oriented.

### 1.3 Organising to Work from Home

Either XYZ or the staff member can propose that the staff member can work from home. At no time is the other party obliged to accept the proposal. However, situations in which a staff member may wish to work from home might include:

- when a staff member is staging their return to work following parental leave;
- when a vacancy that has been established as suitable for home-based work becomes available;
- when a project is being established;
- when a staff member believes there is an opportunity to perform part or their entire role at home.

The Studio Director/Studio Manager and the staff member should discuss the opportunity frankly and honestly, ensuring that the benefits of working from home will extend to both parties.

If it is not feasible for the staff member to work from home, the Studio Director/Studio Manager should notify the Human Resources Manager so that the staff member can be contacted should another future opportunity arise.

## 2 Terms & Conditions

All staff members who work from home in an XYZ approved arrangement are entitled to the standard employment policies, processes and opportunities as staff members who work on XYZ premises. This includes access to leave entitlements, training and development opportunities, performance reviews, remuneration reviews and workers' compensation insurance.

Other specific terms and conditions also apply:

### 2.1 Work Location

The location of the staff member's home and the specific place (i.e. a study, spare bedroom, dining room, etc.) in which they will undertake work for XYZ must be sighted, inspected by the Studio Manager and Human Resources via photographs (supplied by the Employee) and agreed to by XYZ before the arrangement to work from home will be finalised by the company.

The inspection of the proposed work location is to ensure that the location is a safe and healthy environment for the purposes of conducting XYZ work.

### 2.2 Hours of Work

The staff member and their Studio Director/Studio Manager agree to the hours that the staff member can work from home and document this. However, the work from home hours should no more than the standard office hours. Similarly, the staff member should not be working excessive hours at home or for overtime rates on a regular basis.)

### 2.3 Office Time

A staff member who is working from home must attend XYZ's premises at least each fortnight (or other period as agreed by the Studio Director/Studio Manager). This time can be used to work, attend team meetings, training courses, performance reviews or any other purpose. At no time will a staff member who is working from home be allowed to arrange a meeting with other staff members, their Studio Director/Studio Manager or clients in their home.

XYZ will not pay for staff members to travel to and from XYZ's premises or for their time in accordance with standard business practices for office-based staff.

### 2.4 Equipment

XYZ will provide the staff member with any equipment that may be needed in order to perform their role effectively. The Studio Director/Studio Manager will maintain a list of these items and a copy placed on the staff member's personnel file. XYZ will insure and maintain these items.

Upon cessation of employment, the staff member will be required to return all items in good order.

If a staff member uses their own equipment to work from home, then the maintenance and insurance of those items is the staff member's own responsibility. Similarly, XYZ will not reimburse the staff member for any costs associated with using their own equipment. (In some instances, staff members may be entitled to a tax deduction for some expenses. Staff members should consult their own accountant or financial adviser.)

If the staff member is providing a computer and other technical equipment and software, this should be inspected (physically or remotely) by the IT Manager to ensure it is compatible with XYZ's systems. Virus protection software must be installed and used at all times when the staff member is copying files between XYZ's systems and their own system.

**3 (4)**

The staff member must also have a proper desk and chair that meets XYZ's standards for office furniture.

**2.5 Security**

While working from home the staff member is responsible for the security of XYZ's resources and equipment, including any information or other confidential materials.

**2.6 Insurance**

Whilst XYZ will insure its own equipment, the staff member must also have insurances for their contents and personal liability insurance. Copies of these policies must be sighted by the Human Resources prior to any formal arrangement to work from home being agreed to.

**2.7 Telephone Expenses**

Reasonable telephone call expenses (excluding connection fees, rental, repairs and other items) will be reimbursed upon provision of a work logbook detailing the expenses and a copy of the paid telephone account. The Studio Director/Studio Manager must approve the reimbursement in all instances.

**2.8 Making Working From Home Work**

There are a number of actions that the staff member and the Studio Director/Studio Manager can take to make working from home a success.

**2.9 Standard Processes**

It is important to note that all the standard human resources processes still apply to staff members who are working from home, including performance management. Just because a staff member is not visible in the office, does not mean that they are not performing valuable work for XYZ. The staff member's Staff Development Plan should clearly stipulate the objectives to be achieved, including an impartial measure of success.

**2.10 Communication**

Another key action that should be taken is to ensure that the staff member's team, external and internal clients and any other relevant people know about the arrangement to work from home. All communication should include instructions on how to contact the staff member, including days and times (e.g. Joe will be available on telephone number xxxx xxxx on Mondays and Thursdays from 8.30 to 6.00pm.)

**2.11 Regular Review**

Both the Studio Director/Studio Manager and the staff member should individually assess the success of the arrangement to work from home on a regular basis. Their views should then be compared and discussed. The Human Resources can assist to facilitate this process if required. If the arrangement is not working for either party then this should be acknowledged and the difficulties worked through together.

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**2.12 Variation / Termination of Working From Home Arrangement**

If at any time, the arrangement to work from home is not providing benefits to either party, then either party can provide one month's notice to vary the arrangements and re-commence office based work.

## **REMOTE WORKER POLICY AND PLEDGE**

- I will continue to comply with the Company Employee Handbook and Computer Policy
- In order to maintain efficiency, I agree to subscribe to a reliable ISP providing the minimum speeds as required by the Company.
- I will establish and maintain a safe work environment within my home as free from distractions as reasonable possible.
- Personal activities will not conflict with my work during my regular work hours.
- I am responsible for performing my job in the same manner and with the same expectations as if I were working in a Company office.
- I will make myself available during Company core hours unless on a project site or other work conflict that may prohibit my availability.
- I will communicate my planned work hours to my manager.
- I will accurately and honestly record all hours worked in my timesheet daily.
- All equipment, supplies or other property provided to me by the Company will remain the property of the Company and care shall be taken to prevent unnecessary wear or damage.
- I will take the necessary steps to protect confidential information accessible to me from my home.
- I agree to indemnify and hold harmless the Company against any and all claims, demands, suits, actions, causes of action or proceedings arising out of or relating to any non-work related injury to myself and/or any injury or claimed injury to third parties and/or members of my family that occur on my home property. I understand and agree that I am responsible for any and all loss, liability and expense, including reasonable attorneys' fees incurred.



**Short-Term Telecommuting Agreement**

As part of ("Company") Business Continuity Plan during the COVID-19 pandemic, the Company has developed a rapid mobilization and remote work structure which allows employees to work at home, at a satellite location, or at other agreed-upon location for all or part of their regular work schedule for the period defined according to this Agreement. The enacting of the remote work components of this Agreement does not fundamentally change the terms and conditions of any employee's at-will employment with the Company, and employees are still required to meet all Company position and employment expectations. The enacting of the remote work components of this Agreement also does not in any way imply that the employee's position will be eligible for flexible work arrangements outside the parameters of this Agreement.

**Employee Information:**

Employee Name: \_\_\_\_\_ Office: \_\_\_\_\_

Job Title: \_\_\_\_\_ FLSA status: ☒ Exempt ☐ Nonexempt

This temporary telecommuting agreement will begin and end on the following dates:

Start Date: \_\_\_\_\_ End Date: To be determined by Supervisor or CompanyTemporary Remote Work Location **and** Workspace Description: \_\_\_\_\_

\_\_\_\_\_

Employee has the following Company equipment at the remote work location:

\_\_\_\_\_

**The employee agrees to the following conditions:**

The Company's normal business hours are Monday-Friday, 8:00am-5:00pm. Employee will reasonably be expected to be accessible (by phone, email, or other means of communication) and to perform his/her work during the Company's normal business hours, or as otherwise agreed to by employee's supervisor.

The employee will continue to accurately complete his/her timesheets in accordance with Company's regular timekeeping practices and policy, and affirm and attest the accuracy of the timesheet. The employee will be responsible for immediately contacting HR and his/her supervisor to discuss any exceptions.

The employee will report to the employer's work location as necessary upon directive from his/her supervisor.

The employee will communicate regularly with his/her supervisor and co-workers.

The employee will comply with all Company rules, policies, practices and instructions that would apply if the employee were working at the employer's work location.

The employee will continue to meet performance expectations for his/her role and perform the same core job functions for his/her position as if the employee was working at the employer's work location.

Employee acknowledges that remote working is not designed to be a supplement or replacement for appropriate arrangements for employee's personal responsibilities, such as dependent care, while not at employer's locations. The focus of the arrangement remains on job performance and meeting business demands during work hours and not distracted from employee's job duties during working hours.

The employee will implement and maintain a safe, including safe ergonomic practices, and secure work environment at all times, and will be responsible for designating a workspace area at the remote work location to be used exclusively by the employee for doing Company-related work. The Company shall only be responsible for the employee's safety (in terms of Workers' Compensation coverage) in that specific workplace when the employee is doing Company-related work, and for work-related travel engaged by the employee. Outside of direct Company business performed by the employee, the Company is not responsible for any accident or injury that may occur unrelated to the employee's direct work in that workspace. The employee will report work-related injuries to his/her supervisor as soon as practicable. In all other instances, employee shall release Company and its related entities, officers, employees and agents ("Company Parties") from any and all liabilities, claims, demands, losses, costs, damages or expenses which may be asserted against, imposed upon, or suffered by Company Parties as a result of or in connection with employee's acts which are outside the scope of employee's employment.

The employee agrees that Company's equipment will not be used by anyone other than the employee and only for business-related work. The employee will not make any changes to security or administrative settings on Company's equipment. The employee understands that all equipment and resources provided by the Company shall remain the property of the Company at all times. The employee agrees to protect Company equipment and resources from theft or damage, and to report theft or damage to his/her supervisor immediately.

The employee agrees to comply with the Company's policies and expectations regarding information security. The employee will be expected to ensure the protection of proprietary Company, client and project information accessible from his/her remote work location.

The employee receives a stipend of \$50 per month (\$25 per pay period) for business-related use of employee's personal smartphone and internet. The employee acknowledges that this amount is a reasonable reimbursement for such business-related use. Any other work-related expenses will require prior approval by the employee's Managing Principal and the employee will submit expense reports with attached receipts in accordance with the Company's expense reimbursement policy.

The employee understands that Company retains the right to modify this Agreement on a temporary or permanent basis for any reason at any time.

The employee agrees to return Company equipment and documents within five days of termination of employment.

Employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor signature: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources signature: \_\_\_\_\_ Date: \_\_\_\_\_