# Flexible Work Policy

1. Purpose

Flexible work allows certain employees to work at home, on the road, or in an alternate location for all or part of their workweek. The Firm considers flexible work to be a viable work option when the particular job is suited to a flexible work arrangement. Flexible work is not appropriate for all jobs at the Firm. Flexible work is not a guarantee of employment at the Firm, and the Firm employees are not entitled to any of the flexible work options described in this policy. Participation in flexible work does not change, in any way, the terms and conditions of employment with the Firm.

1. Applicability

This policy applies to employees of the Firm who are approved for an Alternate Work Location or Remote Work.

1. Exception Authorization

[TITLE] must approve all deviations from this policy.

1. Definitions

**Assigned Office:** The office where employees are assigned to work from during their scheduled work week.

**Alternate Work Location:** A location where an employee can perform the job on a regular basis, outside of, but within reasonable driving distance to, the employee’s assigned the Assigned Office.

**Remote Work:** A concept whereby the employee performs the job on a full-time basis in an approved location other than one of the Firm’s offices. Employees performing Remote Work will not have a designated Assigned Office.

1. Policy

The culture of the Firm is rooted in teamwork and collaboration. With appropriate use of technology and managerial oversight, employees may be eligible for an Alternate Work Location or Remote Work. *The nature of the job and system capabilities will always be the determining factors in eligibility for flexible work.*

While an Alternate Work Location or Remote Work could be a viable option for many employees, flexible work is not a condition of employment. The Firm can modify or revoke this policy or any particular work arrangement at any time, for any reason, in the Firm’s sole discretion

Likewise, employees who participate in Remote Work or Alternate Work arrangements are not guaranteed the option to perform their job from an Assigned Office in the event that they later decide they prefer this option. The Firm will consider these circumstances on a case-by-case basis.

**General Expectations & Requirements**

Jobs eligible for Alternate Work Locations and Remote Work should be reviewed and approved by management, functional leaders, and their HR Business Partner. If approved, the HR Business Partner will inform the employee that the job will be eligible for an Alternate Work Location or Remote Work.

Employees who work at an Alternate Work Location or Remote work are expected to maintain an appropriate level of communication with their supervisor (and/or with their subordinates) as if working at the office or in a manner and frequency that is appropriate for the job and the individuals involved. Such employees must answer all business phone calls and respond to voicemails and emails diligently. Employees are expected to be as available, and as communicative, as when they are in the office. In general, employees are expected to maintain a work environment similar to that of the office environment to maximize productivity, communication, and responsiveness.

**Alternate Work Location:**

1. Employee will work from an approved Alternate Work Location for part of their work week.
2. Employee will have all office equipment available to them at their Assigned Office and will have full access to said location’s resources.
3. Employee must reside within a reasonable driving distance of their Assigned Office and will not be reimbursed for commuting travel expenses.
4. Employee will be expected to work one to three days per week from their Assigned Office in coordination with their manager and assigned tasks.
5. Before an employee may work routinely from an Alternate Work Location in another state or local jurisdiction with different employment laws, the Firm must approve such arrangement and approve the legal requirements associated with the employee working in such jurisdiction.

**Remote Work:**

1. Employee will work from an approved Alternate Work Location for all of their workweek.
2. Employee will not have a designated Assigned Office.
3. Before an employee may work remotely in another state or local jurisdiction with different employment laws, the Firm must approve such arrangement and approve the legal requirements associated with the employee working in such jurisdiction.
4. Expectations for employees working outside of the Assigned Office

**Training**

* Employee agrees to comply with all job requirements and expectations.
* Employee further agrees to abide by all federal and state regulations as well as Firm policies, procedures, practices, and guidelines, including, but not limited to, Firm IT, Code of Business Conduct and Ethics, and Security policies.

**Safety/Liability/Injury**

* Employee agrees to designate a workspace consistent with the policy for the placement and use of equipment.
* Employee affirms that the designated workplace is quiet and otherwise suitable for completing the tasks of Employee’s job.
* Employees shall maintain this workspace in a safe condition, free from known hazards and other dangers to Employee and equipment.
* Provided the employee is given at least 24 hours advance notice, the employee agrees to allow the supervisor or a designee to inspect the work location during the employee’s normal working hours.
* Employee understands and agrees that the employee remains liable for injuries to third persons and/or members of Employee’s family on employee’s residence or other Alternate Work Location. Employee agrees to defend, indemnify and hold harmless the Firm, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorneys’ fees) resulting from, or arising in connection with, any injury to persons or damage to property caused, directly or indirectly, by the services provided herein by Employee or by Employee’s willful misconduct, negligent acts or omissions in the performance of Employee’s duties and obligations under this Agreement.

**Security Compliance**

* The Employee agrees that the use of any Firm-owned equipment, software, and data supplies for use at the workspace is limited to authorized persons and business purposes.
* Employee is responsible for the safety and security of all Firm property and proprietary information and will take precautions regarding the security of Employee’s workspace that are equivalent to those precautions taken to safeguard Firm property and proprietary information in Firm facilities.
* Employee shall not authorize or allow anyone else to access or view Firm data.
* Firm-owned software and files may not be duplicated or copied on employee-owned computers or other devices except as formally authorized by the Firm.

**Office Maintenance & Equipment**

* The Firm is not obligated to provide equipment and supplies for the Employee’s workspace at an Alternate Work Location, except where otherwise required by applicable law. The Firm, in its sole discretion and/or as otherwise required by applicable law, may choose to purchase computer equipment and office supplies for use by Employee in the workspace. The decision as to the type, nature, function and/or quality of electronic hardware (including, but not limited to, computer, video display terminals, printers, modems, data processors, and other terminal equipment), computer software, data and telecommunications equipment (i.e., phone lines/cell phone) shall rest entirely with the Firm. Equipment purchased by the Firm for use by Employee shall remain the property of the Firm.
* The Firm does not assume liability for loss, damage, replacement, repair, or wear of Employee-owned equipment.
* Employee agrees to indemnify the Firm for any loss or damage to Firm-owned equipment, software, data supplies, or furniture caused by Employee misuse or negligence.
* The Firm reserves the right to alter or rescind its provision of equipment and supplies at any time and for any reason.

**Reimbursable and Non-Reimbursable Expenses**

* The Firm will reimburse employees for certain expenses in accordance with the Firm’s business expense reimbursement policy and applicable law.

**Termination of Flexible Work or Employment**

* There exists no right to Flexible Work, and the Firm may terminate this option at any time. The Firm is not responsible to employee or any other person for costs, damages or losses resulting from the termination of this option.
* This policy is not a contract of employment and shall not be construed as an enforceable agreement of any kind. Nothing in this policy changes the at-will nature of employee’s employment. As always, either the Firm or employee are free to terminate employee’s employment at any time for any legal reason, or for no reason, with or without advance notice.
* Either the employee or the Firm can submit a request to cancel the Flexible Work arrangement.
* If the Firm determines that the job is no longer eligible for Flexible Work, the Firm will notify the employee of that decision. If the employee decides to resign their employment as a result of the Firm’s decision, employee is not eligible for severance pay under the Firm’s Severance Policy.

1. Policy or Procedure Changes

The Firm reserves the right to interpret, change, or revoke any of the provisions of this policy at any time without notification to employees.