

The Direction de l'Ecole polytechnique fédérale de Lausanne,
based on Art. 37 para. 3 of the *loi sur le personnel de la Confédération* of 24 March 2000 ([LPers, RS 172.220.1](#)),
based on Art. 54 para. 2bis of the *Ordonnance sur le personnel du domaine des écoles polytechniques fédérales* of 15 March 2001 (OPers-EPF, [RS 172.220.113](#)),
based on Art. 11 of the Rules and Regulations concerning Working Time Management (RGT), [LEX 4.1.4](#),

hereby adopts the following:

Preamble

The EPFL Direction promotes a dynamic working culture and flexibility of work for the purpose of adapting to the changing needs of our society and its employees.

Within the framework of its policy on sustainability and mobility, EPFL promotes teleworking (mobile working), hereinafter referred to as “teleworking”, on a voluntary basis, for all employees whose nature of work so allows. Regular teleworking requires an agreement between the line manager and the employee, as well as the signing of a teleworking agreement.

Teleworking also allows for flexibility needs to be met, contributing to a better reconciliation of private and professional life. As a consequence, it enhances satisfaction, commitment and wellbeing among employees.

These regulations form part of the models for flexible working, based on a trusting working relationship, and rely on close cooperation between employees and the line managers concerned.

The present regulations define the conditions and implementing measures for teleworking. The following provisions lay out the principles necessary for the successful implementation of teleworking at EPFL.

Section 1 General Provisions

Article 1 Objectives

¹ The objective of the present regulations is to allow teleworking in order to improve the reconciliation of private and professional life by offering increased flexibility to employees in their organization and in order to support the positive impact on the environment.

² The present regulations are also intended to promote a leadership culture based on achieving results and that is built on trust, transparency and the accountability of employees.

Article 2 Field of Application

The present regulations are applicable to all EPFL employees, under contracts of limited or unlimited duration.

Article 3 Definition of Teleworking

¹ Teleworking consists of carrying out one's tasks outside of the usual workplace provided by EPFL and according to a working schedule arranged with the line manager, in compliance with the legal framework.

² Teleworking may be carried out regularly or occasionally, but without any modification to the place of work specified in the employment contract.

³ Responsibility for organizing teleworking lies with the line manager, who will determine whether and to what extent teleworking is appropriate and how to coordinate it effectively within her or his team. The primary considerations must be the result, the proper functioning of the unit and the working relationships.

Section 2 Rules Applicable to Teleworking

Article 4 Basic Principles

¹ EPFL encourages the possibility of flexible working in terms of location (teleworking), organization and working hours within the context of the activity.

² Working hours shall remain the usual working hours. The provisions of the Rules and Regulations concerning Working Time Management remain applicable ([LEX 4.1.4](#)).

³ EPFL guarantees a permanent or shared workspace for all employees at the place of work specified in the employment contract.

⁴ Teleworking is neither a right nor an obligation. It must be accepted and authorized by the employee's line manager, or by each of the line managers concerned, depending on the duties and the needs of each unit.

⁵ The teleworking model is based on trust, transparency and accountability.

⁶ The completion and quality of tasks must be guaranteed at all times during teleworking.

⁷ Regular teleworking from abroad is not authorized, with the exception of cross-border workers who hold a G permit.

⁸ Occasional teleworking from abroad is authorized but is not to exceed two weeks per year, and is subject to the requirement that the employee must have used her or his vacation from prior years by 30 April of the current year.

⁹ Notwithstanding authorized teleworking and at the request of the line manager, employees shall be present at the EPFL workplace on the days and times planned for meetings and events, or where the needs of the unit or the content of their work so requires.

¹⁰ Regular teleworking takes the form of predefined or flexible days or half days. It must be the subject of a written agreement signed by the employee and the line manager (see Article 7 below). Teleworking must be entered in the [absence management](#) software for reasons of transparency and for statistical purposes.

¹¹ For occasional teleworking, or teleworking agreed to for a limited period of time, a verbal agreement between the employee concerned and her or his line manager is sufficient.

¹² As with onsite work, extra hours (not exceeding 45 hours/week) allow for variations in workload and are managed by the employee within the framework of the flexible working schedule by compensating accordingly.

¹³ As with onsite work, and unless there is an emergency, overtime is authorized only if it is planned, to the extent possible, by agreement between the employee and the line manager or carried out on the instructions of the latter.

¹⁴ It is recommended to all employees and line managers to discuss the employee's teleworking experience on a regular basis and during the annual performance evaluation interview in order to make any necessary modifications where required.

Article 5 Types of Activity Suitable for Teleworking

¹ In principle, the possibility of working from home or in another place is open to all EPFL employees on a voluntary basis, depending on the operational requirements and where the nature of the work so allows.

² The tasks suitable for teleworking are those that do not have to be carried out at a predefined location and do not require heavy or overly specific infrastructure.

³ If presence at the contractual workplace is imperative, teleworking cannot be authorized. (See annex: Guidelines on the conditions and requirements relating to forms of teleworking or mobile working).

Article 6 Teleworking Rate

¹ On average, regular teleworking may be authorized up to 40% per employee, per month for an employment rate of 100%. This rule of pro rata shall be referred to as far as possible for employment rates below 100%.

² Irrespective of the employee's employment rate, the minimum required presence is one day per week on site.

³ Exceptions to the two points above may be granted by the line manager and are reflected in the Agreement on Regular Teleworking.

⁴ If the line manager refuses to authorize teleworking, the employee may request an interview with her or his line manager and the HR manager concerned, if she or he considers that the nature of her or his work allows for teleworking. The line manager will explain the reasons for the refusal, in the presence of the HR manager concerned. The final decision is taken by the unit head, the dean or the vice president, after consultation with the line manager and the HR manager concerned.

Article 7 Agreement on Regular Teleworking

¹ Employees and their line managers shall agree on teleworking options and set conditions in the Agreement on Regular Teleworking.

² Regular teleworking may be carried out according to a predefined work schedule with predefined half days or full days or flexible days, depending on the nature of the work. In the case of flexible days, the employee and the line manager shall specify their reasons.

³ Regular teleworking may be accepted for an unlimited duration. However, each of the parties may terminate the agreement for the end of a month, respecting a notice period of at least one month.

⁴ The duly signed agreement shall be transferred to the HR manager concerned. In the case of termination of the said agreement, this must also be transferred to the HR manager concerned.

⁵ The agreement is included in the employee's personnel file. In case of termination of the said agreement, the termination will also be included in the employee's personnel file.

⁶ If the teleworking is occasional or agreed to between the parties for a limited duration, no agreement needs to be signed.

Article 8 Working Environment, Organization and Occupational Health

¹ Employees who engage in regular teleworking shall have access to a working environment in which they are able to carry out their work efficiently and maintain their concentration without being interrupted.

² Childcare must be arranged while teleworking and must not interfere with work.

³ If employees are required to look after sick children or adults, specific leave shall be used for this purpose. ([Art. 52 OPers-EPF](#))

⁴ Employees shall review their home working space in terms of its ergonomics.¹

⁵ A secure, reliable and powerful internet connection shall be ensured at all times. If this condition is not met, the teleworking agreement may be called into question.

⁶ Employees must remain contactable during teleworking via the same means and at the same frequency as they would be if they were present on site.

⁷ The provisions concerning the protection of health specified in the LTr ([art. 3a LTr](#)) remain applicable.

Article 9 Accident Insurance

¹ Each employee engaged in teleworking is insured against accidents in the spaces that she or he uses for work, as if she or he were present on site.

² If the employee works more than eight hours per week, non-work-related accidents are also covered by the insurance, even outside of these spaces.

Article 10 Expenses

¹ The existing telematics resources at EPFL (laptop computer, mouse, webcam, etc.) shall be used for working at home or somewhere other than the usual place of work at EPFL. This means that, in principle, all infrastructure expenses are already covered.

² In the context of teleworking, EPFL will provide laptop computers, according to requests and the resources available.

³ Expenses (telephone or internet subscription fees, etc.) are covered by the employee, as are printing expenses on their personal printers.

⁴ Employees who occasionally work from abroad will be responsible for any mobile telephone and/or internet fees related to such work.

Article 11 Applicable Rules for IT

¹ The Directive on the Use of EPFL Electronic Infrastructure ([LEX 6.1.4](#)), the Directive on the Use of Private Computer Equipment for Professional Purposes ([LEX 6.1.3](#)) and the Ordinance for the Use of Software Subject to a License Agreement ([LEX 6.1.5](#)) apply to teleworking.

Article 12 Professional, Business and Official Secrecy

¹ Employees are responsible for upholding the confidentiality, availability and integrity of the professional information and data that they handle while teleworking. In particular, they shall strictly adhere to the applicable directives ([Art. 57 OPers-EPF](#) and [Art. 22 LPers](#)), and to the instructions from IT Security and their line manager.

² Employees must ensure the protection of their sensitive professional documents (electronic or paper format). They must ensure that their sensitive professional audio exchanges (telephone calls and videoconferences) cannot be heard by nearby third parties.

¹ For more information, see the "[Ergonomics](#)" page of the EPFL website.

Section 3 *Final Provisions*

Article 12 Entry into force

These regulations enter into force on 01.03.2022.

The English version is provided for information purposes only and has no legal force. Only the French version is legally binding.

On behalf of the EPFL Direction:

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