

TELECOMMUTING POLICY (sample)

For some positions within xxx, working away from the office, or telecommuting, may be possible. Telecommuting can be a privilege, or a necessity, or a combination of both, depending upon the circumstances. No particular positions have been designated as "telecommuting positions;" rather, certain positions may from time to time be suitable for performance outside the workplace, and in such a case, Management may allow all or part of the duties of the position to be performed away from the office on a temporary or ongoing basis. However, no such arrangement is promised or guaranteed, and no particular duration of telecommuting is guaranteed. If telecommuting is allowed for a position, it will last as long as it is appropriate for both the employee and xxx.

Employees will fill out an application, available from the _____ position ____, and submit it to their Management level supervisor. Within 30 days, the Management Team/ CEO will meet as a group to review the application, the employee's duties and the employee's work habits/skills to decide whether or not to grant Telecommuting capabilities. Granting Telecommuting capabilities will be decided on a case by case basis.

Employees wishing to be considered for telecommuting on a "fixed day" each week (Wednesdays or Thursdays only) must apply for such consideration. The request will be reviewed by the Management Team and may be granted or denied.

If granted, the supervisor and the employee will work out the arrangement as it pertains to when an employee should check in for voice-mail and email messages, come in to attend meetings in person, or attend meetings via conference call. It is xxx's desire that telecommuting be seamless for other employees at the office and to the membership; therefore it will be mandatory that the telecommuting employee forward their xxx's desk phone to a phone accessible (preferably forwarded to a land line with any personal voice mail or answering machine systems disconnected for the day) at the telecommuting site. Such arrangements as mentioned must be set forth in writing and signed by both the employee and the supervisor. Work performance with telecommuting will be reviewed after an initial 12 week period and also addressed in the employee's annual review.

Employees who need "project-specific telecommuting time," defined as working at an alternative location for a limited time on a non-routine basis, do not need to fill out a telecommuting application. Project-specific telecommuting time must be arranged with a direct Management-level supervisor, on an as-needed basis.

For those positions that do not require telecommuting, the wait period before an employee can apply to telecommute is a consecutive 18 months full time employment. Non-exempt employees may also apply for telecommuting capabilities; however, as these positions require direct supervision related to projects and overtime, it is unlikely that telecommuting may be granted. Non-exempt employees who believe their position is unique and that they meet xxx's requirements for telecommuting may submit an application for consideration.

Telecommuting assignments do not change the conditions of employment or required compliance with policies, including policies in relation to what files may be removed

from xxxx for telecommuting purposes and what measures should be taken to protect those documents

Telecommuting is not intended to serve as a substitute or replacement for child or adult care. If children or adults in need of primary care are in the alternate work location during employees' work hours, some other individual must be present to provide the care. Telecommuting is also not intended to be used in place of Paid Time Off.

If the employee is unable to use their approved Telecommuting day (it falls on a holiday, bad weather day, using PTO time, etc.), no other day may be substituted.

Supervisors may require employees to report to xxxx as needed for work-related meetings or other events or may meet with employee in the alternate work location as needed to discuss work progress or other work related issues.

xxxx will not assume responsibility for the cost of personal equipment, repair, or service. xxxx will not assume responsibility for operating costs, home maintenance, or other costs incurred by employees for the use of their homes as telecommuting work locations. Ixxxx will provide office supplies limited to basic supplies taken from the workroom such as paper, pencils/pens, highlighters, post-it notes, paperclips and folders. Otherwise employees are expected to furnish their own office space and other supplies. xxxx WILL reimburse employees for business-related long distance calls or faxes made from their personal telephone lines/cell phones.

Federal OSHA regulations apply to work performed by an employee in any workplace within the United States, including a workplace located in the employee's home. Xxxx requires safe and healthful working conditions for the employee. Noncompliance with OSHA regulations may result in the discontinuation of the telecommuting agreement with that employee or for xxxxon a company-wide basis.

Employees are covered by the provisions of xxxxs Workers Compensation Program if injured while performing official duties at the central workplace or telecommuting workplace. Workers Compensation will not cover non-employees who are injured at the telecommuting site. It is highly recommended that telecommuting sites not be used as meeting venues nor for deliveries.

General note to employee: Many homeowners policies exclude claims arising from the commercial use of their home. If an employee chooses to use their home for commercial purposes, such as a home office, the employee's homeowners insurance may be jeopardized as a result of this commercial exposure. xxxx encourages telecommuting employees to notify their homeowners insurance carrier of their telecommuting arrangements and have the carrier issue an endorsement allowing for limited use of the home for commercial purposes. Any additional cost incurred for the insurance rider or endorsement will be at the expense of the employee.

xxxx or its managers may terminate the telecommuting agreement or policy at its discretion. xxxx will give employees advance notice if a decision is made to terminate a telecommuting agreement; however, advance notice is not required.

Determining positions that are appropriate for telecommuting

In making decisions about which positions are appropriate to designate or approve for telecommuting, xxxx managers will analyze the duties of positions and how the work is performed. Employees must also have and maintain a minimum of “Exceeds Expectations” or higher in their annual review when applying for telecommuting and to continue telecommuting. Generally, the following types of positions may be appropriate for telecommuting:

- Require independent work
- Require little face-to-face interaction with staff or the membership
- Require concentration
- Result in specific, measurable work products
- Can be monitored by output

Employee qualities that are appropriate for telecommuting

In making decisions about which employees are designated or approved for telecommuting, xxxx managers will review the work qualities of employees, in addition to ensuring that their positions are appropriate for telecommuting. Generally, employees who are successful in telecommuting:

- Are able to work productively on their own
- Are self-motivated and flexible
- Are knowledgeable about the job
- Have a low need for social interaction
- Are dependable and trustworthy
- Have above average performance records
- Are organized
- Have good communication skills

xxxxx TELECOMMUTING APPLICATION

Employee is to fill out the following application and submit it to their Management Team level supervisor at least 30 days before the requested start date for telecommuting.

Name: _____

Position: _____

Employee's telecommuting workplace will be: _____

Employee's duties that can be performed at a telecommuting location: _____

1. At the telecommuting workplace, employee's work hours will be from _____ to _____ on the following day: _____.
effective: _____. Employee's time and attendance will be recorded the same as performing official duties at the xxxx office.
2. Does the employee agree to comply with all xxxx rules, policies, practices and instructions of the Telecommuting Policy including forwarding the desk phone to a telephone at the telecommuting site? _____
3. Will the employee notify their supervisors immediately of any situations which interfere with their ability to perform their jobs? _____
4. Will the employee permit supervisor access to the telecommuting work location during normal work hours to ascertain that safety guidelines are being followed?

5. Will the employee maintain safe work conditions and practice appropriate safety habits? _____
6. Does the employee certify that the work location is free from hazards? _____
7. Will the employee notify their supervisors immediately of any injury incurred while working? _____
8. Does the employee agree to allow supervisors to visit the alternate work location immediately after any accident or injury that occurred while working? _____
9. Does the employee agree to use xxx-provided supplies only for business purposes? _____

10. Does the employee absolve xxxx from liability for damages to real or personal property resulting from participation in the telecommuting program? _____

11. Will the employee be responsible for the security of information, documents, and records in their possession or used during telecommuting, and not take restricted-access material home without the written consent of a member of the Management Team? _____

By initialing the following paragraphs, the employee is stating they understand the statement and agree to the stipulations.

The employee is responsible for servicing and maintaining their personal equipment and software. xxxx will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using state equipment in the employee's residence. _____

xxx will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence as a telecommuting work location. _____

Employee may be covered by the provisions of xxx's Workers Compensation Program if injured while performing official duties at the central workplace or telecommuting workplace. Workers Compensation will not cover non-employees who are injured at the telecommuting site. Employee agrees to certify that the work location is safe and free from hazards. _____

Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury occurring at the alternate work location while working. Supervisor will investigate all accident and injury reports immediately following notification. _____

Employee will apply approved safeguards to protect xxxx records from unauthorized disclosure or damage, and will comply with the privacy requirements set forth in the state law and xxxxpolicies. _____

Safety Checklist

The following checklist is designed to assess the overall safety of the telecommuting work location. Each applicant is required to read and complete the self-certification Safety Checklist. Upon completion, the checklist should be signed and dated by the participating employee.

Describe in detail the designated work area at the alternate work location. Include information such as the environmental surroundings of the work space (lighting, desk height, chair height, etc.): _____

To the best of one's knowledge:

If applicable, are all stairs with four or more steps equipped with handrails?	____ Yes ____ No
Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?	____ Yes ____ No
Do circuit breakers clearly indicate if they are in the open or closed position?	____ Yes ____ No
Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling)?	____ Yes ____ No
Are aisles, doorways, and corners free of obstructions to permit visibility and movement?	____ Yes ____ No
Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?	____ Yes ____ No
Do chairs have any loose casters (wheels)?	____ Yes ____ No
Are the rungs and legs of the chairs sturdy?	____ Yes ____ No
Is the work area overly furnished?	____ Yes ____ No
Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?	____ Yes ____ No
Is the office space neat, clean and free of excessive amounts of combustibles?	____ Yes ____ No
Are floor surfaces clean, dry and level?	____ Yes ____ No

INITIATION AND TERMINATION OF AGREEMENT

Employee agrees to adhere to applicable guidelines and policies.

xxx concurs with employee participation and agrees to adhere to applicable policies and procedures.

Employee may terminate participation in telecommuting at any time unless it was a condition of employment. Two weeks notice to xxx is recommended.

xxx may terminate employee's participation in telecommuting at any time. (Employees may be withdrawn for reasons to include, but not limited to, declining performance and organizational benefit). Two weeks notice to the employee is recommended when feasible, but is not required.

By signing this application, I, the employee, am submitting an application to participate in Ixxxs Telecommuting Program and do hereby agree to adhere to all applicable current and future guidelines and policies.

Employee Signature: _____ Date: _____

Management Team Supervisor Signature: _____

Date: _____

_____ Approved, effective date: _____

_____ Not approved

If approved:

Expectations in how routine communication between the employee, supervisor, co-employees, and customers will be handled (as it mentioned in the policy regarding checking voice-mail and email messages, coming in to attend meetings in person, or attend meetings via conference call): _____

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____