

Telework/Telecommuting Policy

Source: Stevens & Lee

The Company (“the Company”) considers telecommuting to be a viable alternative work arrangement in cases where individual, job, and supervisor characteristics are best suited to such an arrangement on a full- or part-time basis. Telecommuting allows Employees to work at home, on the road or in a satellite location for all or part of their regular workweek. Telecommuting is a voluntary work alternative that may be appropriate for some Employees and some jobs and is best suited for jobs that require independent work, little face-to-face interaction, concentration, a measurable work product and output-based (instead of time-based) monitoring, but it may be used in other jobs as well.

The Company has the right to refuse to make teleworking available to an Employee and to terminate a teleworking arrangement at any time. Employees are not required to telework and have the right to refuse to telework if the option is made available unless otherwise required by law.

Telework/Telecommuting is not a company-wide benefit, and it in no way changes the terms and conditions of employment with the Company.

Compensation and Work Hours

1. Employee compensation, benefits, work status, and work responsibilities will not change due to participation in a telework/telecommuting agreement.
2. Hourly Employees telecommuting are not exempt from the overtime requirements of the Fair Labor Standards Act and will be required to record all hours worked in a manner designated by the organization. Hours worked in excess of those scheduled per day and per workweek will require advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the telecommuting agreement and progressive disciplinary action.

Eligibility

1. Senior Leadership must approve all telework/telecommuting assignments.
2. Employees will be selected based on the suitability of their jobs, an evaluation of the likelihood of their being successful teleworkers, and an evaluation of their supervisor’s ability to manage remote workers.
3. The telecommuting arrangement is not guaranteed to any Employee. The telecommuting arrangement may be discontinued at any time at the request of either the Company or the Employee.
4. If the Employee and Manager agree, and the Human Resources Department concurs, the Employee will be required to sign the Acknowledgment attached.

Equipment/Tools

1. The Company may provide specific tools/equipment for the Employee to perform his/her current duties. This may include computer hardware, computer software, phone lines, email, voice-mail, connectivity to host applications, and other applicable equipment as deemed necessary.
2. The use of equipment, software, data supplies and furniture when provided by the company for use at the remote work location is limited to authorized persons and for business purposes only. The Company will provide technical support and repairs to Company owned equipment.
3. When the Employee uses her/his own equipment, the Employee is responsible for maintenance and repair of equipment.
4. The Company accepts no responsibility for damage or repairs to Employee-owned equipment.
5. The Company reserves the right to make determinations as to appropriate equipment, subject to change at any time. The telecommuter should sign an inventory of all office property and agrees to take appropriate action to protect the items from damage or theft.
6. The Company reserve the right to audit any personal equipment that is used for technical and security safeguards.
7. The Company will pay work-related voice and data communication charges.
8. Upon termination of employment all Company property will be returned to the Company, unless other arrangements have been made.

Workspace/Supplies

1. The Employee will establish an appropriate work environment within his or her home for work purposes. The Company will not be responsible for costs associated with initial setup of the Employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. Employees will be offered appropriate assistance in setting up a work station designed for safe, comfortable work.
2. After equipment has been delivered, the Company reserves the right to visit the Employee's home worksite to inspect for possible work hazards and suggest modifications. Repeat inspections will occur on an as-needed basis.
3. Consistent with the organization's expectations of information security for Employees working at the office, telecommuting Employees will be expected to ensure the protection of proprietary Company and customer information accessible from their home office. Steps include use of locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

4. Employees entering into a telecommuting agreement may be required to forfeit use of a personal office or workstation in favor of a shared arrangement to maximize organization office space needs.
5. In certain limited circumstances, the Company may contract with an office space provider to meet the needs of Employees who wish to telecommute but who do not have appropriate home office space, or for groups of Employees whose proximity to the organization and to each other makes such an arrangement feasible.
6. The Company will supply the Employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the Employee's Manager.
7. The Employee is responsible for ongoing operation costs, such as telephone service fees, Internet fees, utility costs, homeowner's or renter's insurance, and furniture or equipment rental fees unless the Company agrees in writing to pay for or reimburse such costs.
8. The Employee is responsible for any lost or stolen equipment.

Communication

1. The Employee and Manager will agree on the number of days of telecommuting allowed each week, the work schedule the Employee will customarily maintain, and the manner and frequency of communication. The Employee agrees to be accessible by phone or email within a reasonable time period during the agreed-on work schedule.
2. Telework Employees must be available by phone and email during core hours and/or scheduled work time and will return calls and emails in a timely manner.
3. Employees are required to be available for staff meetings, and other meetings at a specific location deemed necessary by management. Travel expenses to a the Company location will not be reimbursed.

Worker's Compensation/Liability

1. The Employee's home workspace will be considered an extension of the Company's workspace. Therefore, the Company will continue to be responsible for illnesses or injuries sustained by the Employee during the agreed-upon work hours while at his/ her at-home work location as covered by worker's compensation. This liability is limited to injuries resulting directly from work and only if the injury occurs in the designated work area. Telecommuting Employees are responsible for notifying the employer of such injuries in accordance with company workers' compensation procedures.
2. The Company does not assume any liability for injuries occurring in the Employee's home workspace outside the agreed-upon work hours.
3. The Company is not liable for loss, destruction of property, or injury that may occur in or to the Employee's home. This includes family members, visitors, or others that may become injured within or around the Employee's home.

Dependent Care

1. Telecommuting is *not* designed to be a replacement for appropriate child care. Although an individual Employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering into this arrangement.

Income Tax

1. Tax and other legal implications for the business use of the Employee's home based on Internal Revenue Service (IRS) and state and local government restrictions will be the responsibility of the Employee.
2. The Company will not provide tax guidance nor will the company assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

Evaluation

1. Evaluation of telecommuter performance will be consistent with that received by Employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.
2. Employees remain obligated to comply with all Company policies, rules, practices and instructions during the term of the arrangement, regardless of whether the Employee is using Company issued/owned or personal electronic devices.

Termination of Arrangement

The telework/telecommute arrangement is not a guarantee of employment, and can be terminated at any time by either the Company or the Employee. A telework arrangement will not continue uninterrupted if it is detrimental to work quality, client service, the work unit, or the organization. In such situations, the Manager will make a good faith effort to work with the Employee to resolve the situation, but if the problem cannot be resolved, the Manager has a responsibility to terminate the agreement.

In the event the telework arrangement is terminated; the Manager will make every attempt to provide for sufficient notice to allow the Employee to make appropriate arrangements.

The Company will not be held responsible for costs, damages or losses to the Employee resulting from termination of the telework arrangement.

EMPLOYEE ACKNOWLEDGMENT

I, _____, acknowledge that I have received, read, and understand the terms of the TeleWork/Telecommuting Policy issued by Phoenix Ford Group. By signing below, I agree to abide by the terms of the Policy.

Date

Employee