**Objective**

Telecommuting/Teleworking allows employees to work at home, on the road or in a satellite location for all or part of their workweek. XYZ COMPANY) considers Telecommuting/Teleworking to be a viable, flexible work option when both the employee and the job are suited to such an arrangement, or the event of an emergency. Telecommuting/Teleworking is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with XYZ COMPANY.

**Procedures**

Telecommuting/Teleworking can be informal, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule working away from the office as described. Terms of this policy are subject to change without notice.

Center Directors and OA/CTS project directors, with concurrence from the corporate office, determines and approves the positions and monitors the application of this policy. Telecommuting/Teleworking policy is primarily for exempt status positions. However, non-exempt status positions will be considered on a case-by-case basis.

**Eligibility**

Before entering into any Telecommuting/Teleworking agreement, the employee and immediate supervisor, with the assistance of the human resource department, will determine the suitability of such an arrangement, considering the following, but not limited to:

* Employee suitability: The employee and immediate supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
* Job responsibilities: The employee and immediate supervisor will discuss the job responsibilities and determine if the job is appropriate for a Telecommuting/Teleworking arrangement.
* Workplace needs: Workspace design considerations and scheduling issues. The employee and immediate supervisor will review the XYZ COMPANY workspace needs and the appropriate location for the telework.
* Tax and other legal implications: The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

A Telecommuting/Teleworking agreement will be prepared and signed by all parties as outlined in Attachment A. The agreement shall be signed by the employee, immediate supervisor, and center director or in the case of OA/CTS, the OA/CTS Director, indicating approval. Evaluation of employee’s performance may include regular interaction by phone and e-mail between the employee and the immediate supervisor and face-to-face meetings may take place. An appropriate level of communication between the telecommuter and supervisor will take place on a regular basis.

**Compensation & Benefits**

Employee compensation and benefits, including PTO, other forms of leave, and travel benefits shall not be affected by the Telecommuting/Teleworking arrangement. The employee is responsible for tax consequences related to Telecommuting/Teleworking. Overtime shall not be authorized for non-exempt staff participating in Telecommuting/Teleworking.

**Communication**

In order to maintain close communication and standards of professionalism while working from a remote location, the Telecommuting/Teleworking employee shall:

* Notify their immediate supervisor of any change in the established Telecommuting/Teleworking schedule
* Be available to immediate supervisor and coworkers by telephone and email during standard business hours
* Return calls and emails in a timely manner
* Have on-going and regular communication with immediate supervisor
* Have office calls forwarded to remote sites, if applicable
* Answer the telephone professionally during standard business hours.

The Telecommuting/Teleworking employee will agree with their immediate supervisor on a plan for receiving assignments, returning assignments, and reporting to the immediate supervisor on Telecommuting/Teleworking days. The employee will maintain contact with their work unit and colleagues, including attending meetings when requested to do so by their immediate supervisor.

**Equipment & Expenses**

Any equipment provided by XYZ COMPANY must be properly inventoried and listed in this agreement and this agreement must be kept updated if equipment is returned or if new equipment is assigned. The employee is required to return any XYZ COMPANY property upon request.

The employee will not perform maintenance or repairs on DOL, or company owned equipment. The employee is responsible for all maintenance and repairs of employee-owned equipment. Only company and Job Corps software may be installed in company owned equipment. The employee may not install or download any other software without approval.

The employee should never purchase or rent equipment, services, or supplies on the assumption that the XYZ COMPANY will reimburse the cost. Prior approval must be obtained.

**Safety**

The employee must confirm that they have a suitable place to work at the alternate work location and that to the best of their knowledge the worksite is safe from conditions that could pose a hazard to health and safety or danger to equipment. The alternate work location is considered an official XYZ COMPANY worksite for purposes of worker’s compensation. The employee must report any injury to their immediate supervisor immediately.

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. XYZ COMPANY will provide each approved teleworker with a safety checklist that must be completed on a regular basis or when requested by the company. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company’s workers’ compensation policy.

Telecommuting/Teleworking employees are responsible for notifying their immediate supervisor of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite. Worker’s compensation does not cover accidents to family members or other third parties at the Telecommuting/Teleworking site.

Telecommuting/Teleworking is not designed to be a replacement for appropriate childcare. Although an individual employee’s schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands of XYZ COMPANY.

**Security**

Consistent with the organization’s expectations of information security for employees working at the office, Telecommuting/Teleworking employees will be expected to ensure the protection of proprietary company and DOL information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

**Intellectual Property**

Products, records, documents, inventions and discoveries made while Telecommuting/Teleworking are the property of the XYZ COMPANY. The employee is expected to comply with the XYZ COMPANY’ policies regarding inventions and copyrights regardless of the work location or whether work was performed on equipment owned by the XYZ COMPANY or the employee.

**Ad Hoc Arrangements**

Temporary or short-term emergency Telecommuting/Teleworking arrangements may be approved for circumstances such as inclement weather, emergency declaration, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance and requires approval in advance.

**Limitations**

Teleworkers must observe the following limitations when working from the Telecommuting/Teleworking site:

* Employees cannot meet with clients, including students or vendors, at the Telecommuting/Teleworking site.
* Employees cannot operate a business or work for another employer during work hours.
* Employees cannot use XYZ COMPANY equipment for personal use.
* Employees cannot allow others to use XYZ COMPANY equipment or access the XYZ COMPANY network.
* Employees cannot have sole responsibility for providing dependent care during work hours except under special conditions approved by the immediate supervisor.

**Termination**

A Telecommuting/Teleworking arrangement may never be allowed to continue uninterrupted if it is detrimental to work quality, client service, the work unit, XYZ COMPANY, or the U.S. Department of Labor. In such situations the immediate supervisor will make a good faith effort to work with the employee to resolve the situation, but if the problem cannot be resolved, the immediate supervisor has a responsibility to terminate the agreement.

Termination of the Telecommuting/Teleworking agreement should be made for sound business reasons which the employee is entitled to know. In the event of termination of the agreement, the employee will be notified and provided the reason(s) for the termination in writing.

In the event this agreement is terminated, the immediate supervisor will make every attempt to provide sufficient notice to allow the employee to make appropriate dependent care or transportation arrangements. XYZ COMPANY will not be held responsible for costs, damages or losses to the employee resulting from termination of the agreement.

**Policy Acknowledgement**

This Policy and subsequent Agreement may be amended at any time by XYZ COMPANY. A copy of the agreement and any addendums, amendments and attachments will be provided to the employee and placed in the employee’s personnel file.

**EMPLOYEE:** By signing, the employee states they have read, understood, and agree to the terms and conditions of this policy:

Employee Signature Date

**Attachment A**

**TELECOMMUTING/TELEWORKING AGREEMENT**

Staff Name: Date:

Regular Workstation (Center or OA/CTS):

**Work Location & Hours**

The employee’s Telecommuting/Teleworking location is:

The employee is approved to Telecommuting/Teleworking:

□ On a regular Telecommuting/Teleworking schedule

□ Occasionally, upon approval of immediate supervisor

**Telecommuting/Teleworking schedule**

The employee is scheduled to Telecommuting/Teleworking the following days:

□ Monday □ Tuesday □ Wednesday □ Thursday □ Friday □ Saturday □ Sunday

The employee’s core hours on Telecommuting/Teleworking days when they are available to immediate supervisor and coworkers are: to

**Describe any additional or alternative work arrangement**:

An employee that works from a Telecommuting/Teleworking site more than half the time may be required to share office space on their days at the central worksite.

The employee is scheduled to work from the central worksite (non-Telecommuting/Teleworking) on:

□ Monday □ Tuesday □ Wednesday □ Thursday □ Friday □ Saturday □ Sunday

The employee’s core hours at the central worksite are:

to

In the event the central or corp office is closed due to weather or other emergency, the employee is to continue working from the Telecommuting/Teleworking location until instructed otherwise by immediate supervisor.

* Specific Job Tasks
* Refer to signed position description

**EMPLOYEE:** By signing, the employee states they have read, understood, and agree to the terms and conditions of this agreement:

Employee Signature Date

**IMMEDIATE SUPERVISOR:** By signing this statement, the immediate supervisor agrees to work with the employee to implement Telecommuting/Teleworking as described in the Telecommuting/Teleworking policy and this agreement.

Immediate Supervisor Signature Date

Site Director Signature Date

HR Manager Signature Date