

PERSONNEL NOTEBOOK

For Your Most Important Resource

TELECOMMUTING

Pt IV, Policies, Agreements and Checklist

The first three Personnel Notebooks on telecommuting (TC) covered the basics of TC, the legal issues and the feedback we received. In this, part IV, the final issue on this topic, we will cover the administrative issues of generic TC policies, samples of employee agreements and a program evaluation checklist. These are generic documents and the specific text may not fit the needs and desires of your company. Also consider that some wording may need to be altered depending on whether the individual is exempt (salaried) or non-exempt (paid hourly).

Sample Telecommuting Policy

General

The company may provide, request, allow or require telecommuting (TC) for certain functions or positions as needed. This may be to achieve cost cutting, increase productivity or in specific cases wherein the offices may be inaccessible or for any other reason determined for business purposes. No employees are guaranteed TC assignments and any or all TC assignments may be ceased at any time at the sole discretion of the company.

Employees who participate in the TC program will be required to enter into an agreement with the company. Nothing in the agreement is to be

considered a contract of employment and all TC employees are subject to the employee handbook as well as the Employment at Will rights of both the employee and the company.

Office interaction

The company is required to notify employees of all legal postings. TC employees will be so notified by email of all such postings and notices and must signify by response that they have received and read each.

All assigned work will be scheduled for submission and in a form established by your supervisor. TC employees are required to meet with supervisors on a scheduled basis and may be required to be present at the office when notified.

Employee application

Although the company will generally assign TC assignments to employees, an employee who wishes to apply for the TC program may submit a written proposal to their supervisor. This proposal should outline how the employee can accomplish their job duties, the number of days per week they will TC and the advantages they feel will result. The plan should include objective methods for measuring productivity of the job functions, goals, results or accountabilities.

Training

All TC employees must participate and successfully complete an orientation and equipment training program. In this program the employee will demonstrate their capable knowledge of the equipment, hardware and software assigned to them. Their understanding of the process for delivering the assigned products or services must also be established.

Equipment

In most cases the company will provide the necessary equipment required for the assignments. In some case the employee's equipment may be used at their request and the company's approval.

The equipment provided to the TC employee remains the property of the company and upon the employee's departure from the company the equipment must be returned in good working order, normal wear and tear excepted. The company generally will not purchase new equipment for TC assignments but will instead seek to loan existing equipment. Damaged, defective or stolen equipment must be reported to the supervisor or the HR department immediately.

Services

The company will provide Internet services, express or courier mail service, technical support, long distance services, utility charges and supplies as needed. Such items will be detailed in the employee agreement. No additional expenses will be reimbursed without prior written agreement between the employee and the company.

Company inspections of workplace

The company maintains the right to make periodic inspections of the home office of the TC employee. If the workspace does not meet company standards for safety the company reserves the right to terminate the TC agreement.

Pandemic provision

In the event of a pandemic (widespread outbreak of a communicable disease) the company may make temporary TC assignments for employees it deems necessary under the special circumstances created by the pandemic.

Sample Telecommuting Agreements

Much of the following material is based on recommendations by Business and Legal Resources (BLR).

Short version

I, _____ Printed Name _____ have read the attached telecommuting policy and I understand that I am required to comply with it.

I understand that I am expected to accomplish the tasks outlined in the attached statement in accordance with the detailed schedule.

I understand that I am responsible for maintaining the security and safety of all equipment entrusted to me. I have received all of the equipment detailed on the attached list. I understand that if I do not return this equipment in good working order, except for reasonable wear and tear, I will be responsible for paying to the company the current value of the equipment.

I understand that once I begin telecommuting, I may not be able to return to a full-time position if I become dissatisfied with the arrangement.

I understand that nothing in this agreement creates a contract of employment guaranteeing employment for any length of time between the company and me and that I am subject to all the provisions of the employee handbook except where they differ from the TC program and/or this agreement.

I understand that the company is an Employment at Will company and that I may terminate my employment with them at any time and for any reason and that the company also may terminate my employment at any time and for any reason.

Signature

Date

Comprehensive version

Dear (Employee)

This document will confirm our understanding about the work you will do from your home.

1. You agree to commute on the following schedule: your telecommuting hours will be from ____ to ____ on (insert days of the week). During such time you agree to be available by phone, cell phone, pager, e-mail or fax and to return any messages within (insert length of time). Your contact information is as follows:

Home phone- Cell phone- E-mail – Fax

2. Your responsibilities include: (Define the work here)
3. You agree to keep an accurate and honest record of all hours worked each day, each break taken and its length and to submit it on the following schedule (i.e. daily/weekly/etc). You agree that you will never work more than eight (8) hours per workday nor more than 40 hours per workweek without advanced written authorization from (_____).
4. You agree to deliver the following goals over the next (insert time period). (Enter specific goals).
5. You agree to meet with your supervisor at least every (insert time period) to review your goals and other work related issues as needed.
6. You agree to comply with ABC Inc's (The Company) employee handbook except where it differs from our telecommuting program and /or this agreement, and with all company rules including safety procedures.
7. You agree to maintain a separate area of your home exclusively as an office and to keep it in a safe manner.
8. You agree to let us, OSHA, our insurer or our designated representative inspect your home office after giving you reasonable notice.
9. You agree to have a business phone line installed exclusively for employment-related use to be paid for by The Company.
10. You agree to be responsible for all home office expenses other than charges for work related telephone calls and maintenance

repairs for company provided equipment and (list any additional covered expenses). These costs will only be reimbursed after you submit an expense claim along with a receipt, bill or other verification of the expense. Office supplies should only be requisitioned through (insert requisition details.)

11. While working at your home office, you agree that you will use the following company owned equipment (specify equipment details including serial numbers for computer, fax, printer etc) and will immediately return same in good condition, except for reasonable wear and tear, if you no longer work from your home.
12. You agree to use company owned equipment, records and materials for company business purposes only and to protect them against unauthorized or accidental access, use, modification, destruction or disclosure.
13. You agree to report any loss, damage or unauthorized access at the earliest reasonable opportunity.
14. The telecommuting program is not a substitute for dependent care. You agree to make arrangements for any dependent care needs you have during telecommuting hours sufficient to remove any impedance to your assignment and this agreement.
15. You agree that the tax consequences, if any, of setting up your home office are entirely your responsibility.
16. You agree to immediately notify The Company personally and in writing of any work related injury you sustain.
17. You agree that your personal vehicle will not be used for any (company name) related business unless authorized by your supervisor.
18. You agree to provide all appropriate liability, theft and damage insurance at your own expense. You further agree to hold (company name) harmless for any liability to third parties arising out of this telecommuting arrangement.
19. This telecommuting arrangement may be terminated at any time. You understand that

this agreement does not create a contract for employment and does not otherwise change the terms and conditions of employment that applies to regular employees. You understand and agree that (company name) is an Employment at Will employer and that you may cease your employment with us at any time and for any reason and that the company also may cease your employment with us at any time and for any reason. Nothing in this agreement is intended to create a contract of employment. You agree that you will abide by the employee handbook in all cases except where it disagrees with the telecommuting program and this agreement.

Telecommuting checklist

General

Do you have a TC program established?

- Is it in writing?
- Do you have stated goals for this program?
- Do you review these goals at least annually?
- Is the plan meeting your goals?
- Is there one person or one department responsible for this program?

Policy

Does your written policy cover the following issues:

- Eligibility for work at home?
- Performance standards for work at home?
- Requirement for TC employees to comply with the company's employee handbook?
- Specific employee benefits for those who work at home (if different from other employees)
- Reimbursement for expenses of work at home (supplies, postage, telephone)?
- Method of evaluating work for TC employees?
- Any rotation of employees doing TC?
- Identification of positions/work that can be filled by TC?

Are there exceptions to any of these policies, and if so, are they identified?

Communication:

Have you communicated the TC policy through:

- Handbooks:
- Orientation?
- Supervisors?
- HR?

Have you trained your supervisors to implement and manage TC and the policy, such as:

- Evaluating TC employees work product?
- Reimbursement of expenses?
- Eligibility for the program?
- Managing TC employee's difficulties?

Productivity

Has the TC program reduced:

- Turnover?
- Absenteeism?
- Discipline problems?
- Costs?

Has the TC program increased:

- Productivity?
- Quality?
- Profits?

Legal issues

- Has your legal counsel reviewed the TC programs and policies?
- Do you pay overtime for TC employees who are eligible?
- Are safety regulations in compliance with OSHA?
- Do you treat TC employees as determined by your employee handbook?

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Have An Employment Question?

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