

FLEXIBLE WORK ARRANGEMENT POLICY TEMPLATES



PERIMETER
CONNECTS
options @ the center

WHY CREATE A POLICY?

While a flexible work arrangement program is a useful tool in your company's recruitment and retention toolbox, this program should be seen as a workplace strategy and not a benefit. As such, creating a policy or written guidelines around eligibility and expectations of the program participants will establish a clear process for equitable participation.

The templates below provide recommended guidelines for you to further customize for your organization. All final policies should be reviewed and approved by the appropriate representatives in your company. This could include someone within human resources, IT, senior leadership, and legal counsel.

Need assistance? Perimeter Connects can provide further policy creation support with our nationally recognized telework consultant. Contact info@Perimeterconnects.com for a consultation session.

TABLE OF CONTENTS

Telework Policy Template	2
Telework Agreement	7
Compressed Work Schedules Policy Template	10
Compressed Work Schedule Agreement	12
Flexible Hours Policy Template	14

TELEWORK POLICY TEMPLATE

Teleworking, or telecommuting, is the concept of working from home or another location on a full-time or part-time basis. Employer offers this work alternative when it makes sense for both Employer and the employees.

Employer has established a program to examine how teleworking can contribute to organizational objectives and employee well-being. These guidelines offer direction for teleworkers, employees not currently teleworking, and management.

Purpose

Teleworking, the practice of working at home for a limited number of days instead of working in Employer office, is a work alternative that Employer offers to some employees when it is advantageous to both Employer and the employee. Teleworking is a work place strategy that helps employees balance the demands of their work and personal lives. Teleworking is a workplace strategy and not an employee right.

An employee's compensation, benefits, work status, and work responsibilities will not change due to participation in the teleworking program. Teleworking employees must comply with all organizational rules, policies and procedures.

Eligibility

Candidates for teleworking must be a full-time Employer employee with a history of satisfactory or better job performance ratings. The opportunity to telework must be approved by an employee's supervisor, who is ultimately responsible for decisions to continue or discontinue teleworking by the employee, following appropriate notification to the teleworker.

Selection of employees to participate in the Teleworking Program shall be based on specific, written, work-related criteria including:

- ▶ Employee responsibilities
- ▶ Need for, and nature of, interaction with other staff and external clients
- ▶ Need for use of specialized equipment
- ▶ Availability of other qualified employees on-site
- ▶ Employee job performance

An employee that is considered for teleworking must be able to work independently, be a self-starter, and demonstrate skills managing time in a productive manner. An employee must have a satisfactory or better performance level with no record of performance or conduct issues. The resources that an employee needs to do his/her job must be easily transportable or available electronically.

The decision to allow an employee to telework will be made by the employee's supervisor in consultation with Human Resources.

Eligibility and suitability of employees to participate in teleworking will vary among departments and business units, depending on the function and responsibilities of the employee. Each department must maintain some minimum complement of employees who work on-site at the Employer office in order to function effectively.

Teleworking is not an alternative to child or elder care and, when applicable, the teleworker must make appropriate arrangements for dependent care.

Schedules and Hours

Telework hours may be different from office work hours, however, teleworkers and their manager must agree on the designated work hours. A regular teleworking schedule, including specific days and hours, must be established by the teleworker and approved by their manager. The amount of time the teleworker is expected to work per day or per pay period will not change due to participation in the teleworking program.

Overtime hours must be pre-approved in writing by the employee's manager. Deviations from the agreed upon schedule must be approved in advance by the manager. Employer policy will be followed for all absences. Non-exempt teleworkers are responsible for keeping and submitting accurate records of their work hours.

Supervisors retain the right to require a teleworker to return to Employer's office on a regularly scheduled teleworking day should work situations warrant such an action. This situation is expected to be only an occasional occurrence. If a teleworker is required to return to Employer's office during regularly scheduled teleworking days frequently, the supervisor may re-evaluate the compatibility of the teleworker's position and job responsibilities with respect to teleworking or the specific teleworking schedule.

Teleworkers are required to account for all time worked in accordance with Employer's current timekeeping policies. It is the teleworker's responsibility to submit an accurate accounting of hours worked in a timely manner. If a teleworker is sick while working at home or uses other time off, the teleworker must report hours actually worked on his/her timesheet and use leave for the remainder of the hours. Nonexempt teleworkers may perform overtime work only after receiving approval from their supervisor.

Workspace

Teleworkers must have an appropriate work area in their home that considers ergonomics, equipment, adequate workspace, noise, and interruption factors. The teleworker's off-site workspace should provide an adequate work area, lighting, telephone service, power and temperature control. Additional requirements may vary, depending on the nature of the work and the equipment needed to perform the work.

Employer's liability for job-related accidents will continue to exist during the approved work schedule and in the teleworker's designated work location since the teleworker's homework space is an extension of Employer workspace. The designated work location must meet OSHA safety rules for the workplace including: smoke detector; working fire extinguisher; clear, unobstructed exits; removal of hazards that could cause falls; adequate electrical circuitry, and appropriate furniture. If an at-home injury occurs, the teleworker must notify his/her supervisor immediately and follow Employer policy for on-the-job injury. The teleworker must agree to follow common safety practices and provide a safe work area for the employee and others who enter it.

Homeowner's insurance and any changes in rates or coverage are the responsibility of the employee. Any increase in the teleworker's home utility costs is the responsibility of the employee.

Federal and state statutory abstracts will be posted at the teleworker's Employer office location in lieu of posting them in the employee's home office. Teleworkers should review these notices while on Employer's premises.

Teleworkers should consult their attorney, tax advisor or accountant regarding any legal or tax implications attendant to working at their home or alternative site.

Equipment and Supplies

In most cases teleworkers will provide their own equipment. Teleworkers may use Employer-owned equipment at their off-site workspace with the prior approval of their supervisor provided that the equipment will be used for Employer work only and its use by a teleworker at his/her off-site workspace will not impede the work of employees working at the Employer office.

Office supplies will be provided by Employer and should be obtained during the teleworker's in-office work period. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed. Teleworkers are responsible for all supplies, equipment, and/or materials provided by Employer. All items remain property of Employer and may not be used for personal use.

Employer will reimburse teleworkers for other business-related expenses, such as long-distance phone calls, shipping costs, etc. that are reasonably incurred in accordance with job responsibilities and approved by the supervisor in accordance with Employer's regular policies. Appropriate documentation is required if such expenses are submitted for reimbursement.

Employer does not assume liability for loss, damage or wear of employee-owned equipment unless otherwise agreed to in writing prior to the occurrence. Maintenance, repair and replacement of Employer-owned equipment issued to teleworkers is the responsibility of Employer. In the event of equipment damage or malfunction, the teleworker must notify his supervisor immediately. Employer reserves the right to enter the home work area for inspection of the equipment, if necessary. Repairs to employee-owned equipment is the responsibility of the teleworker. In either situation, the teleworker may be asked to report to the office until the equipment is usable.

Teleworkers must take appropriate action to protect company-provided equipment from damage or theft. Employer equipment must be returned to Employer when an employee terminates or discontinues the teleworking arrangement.

Teleworkers that use their own equipment (e.g., scanner, printer, phone) provided that no cost is incurred by Employer. Repair and maintenance of employee-owned equipment is the responsibility of the teleworker.

Employee Access and Availability

Teleworkers must be available by telephone or email during scheduled hours, with the exception of their scheduled lunch period. An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the manager and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that seems appropriate for the job and the individuals involved.

Teleworkers are required to modify their Employer voicemail announcement to indicate that they may be reached at an alternate number or that they will be regularly checking messages. Supervisors may establish that employees are required to check for messages within a certain period (e.g. at least once every two hours).

Teleworkers must keep their supervisor notified of any changes to their home contact information.

Security

It is the responsibility of the teleworker to take all precautions necessary to secure proprietary information and to prevent unauthorized access. The teleworker is required to observe all office security practices when working outside Employer's office to ensure the integrity and confidentiality of proprietary information. Steps to ensure the protection of proprietary information include, but are not limited to, use of locked file cabinets and desks; regular password maintenance; and any other steps appropriate for the job and the environment.

Teleworkers agree to allow an authorized Employer representative access to the home work area during prearranged times for business purposes as deemed necessary by the supervisor, including safety inspections, equipment installations and repairs, security assurance, retrieval of Employer property, and performance evaluations. To ensure hardware and software security, all software used for teleworking must be approved by the supervisor prior to installation. All software used for teleworking must be virus inspected and each PC must have virus protection software installed.

Liability

It is the responsibility of the teleworker to maintain a safe, professional work site at home that is free from potential safety hazards. Teleworkers must certify that their home is free from workplace hazards by completing a safety checklist.

In the case of an injury while working at home, teleworkers must immediately (or as soon as circumstances permit) report the injury to his/her supervisor or the Human Resources Department and request instructions for obtaining medical treatment.

Income Tax

It will be the teleworker's responsibility to determine any income tax implications of maintaining a home office area. 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 at their own expense to discuss income tax implications.

Application Process

Employees wishing to telework are required to submit a written request. The employee will complete a Teleworker Selection Survey and provide information concerning job responsibilities, proposed teleworking schedule, types of work tasks and activities to be performed at the off-site work space, and description of the off-site work space and the equipment required.

Teleworkers will be required to sign a Teleworking Agreement and complete associated documentation.

Teleworking arrangements will be on a trial basis for the first three months and may be discontinued at any time. If a teleworking arrangement is discontinued by Employer, every effort will be made to provide notice to the employee. However, there may be instances where no notice is possible.

Employees that are teleworking at the time this policy is adopted will be permitted to continue teleworking.

Evaluation

Teleworkers will participate in all studies and reports relating to this program.

Evaluation of telecommuter performance will focus on work output and completion of objectives rather than on time-based performance.

Termination

The availability of telecommuting as a flexible work arrangement for employees of [Company Name] can be discontinued at any time at the discretion of the Employer. Every effort will be made to provide 30 days notice of such a change to accommodate commuting, child care and other problems that may arise from such a change. There may be instances, however, when no notice is possible.

TELEWORK AGREEMENT FORM (EMPLOYEE)

This Agreement, effective _____, is between _____ an employee (referred to as "Employee") and _____ (referred to as "Employer").

The parties, intending to be legally bound, agree as follows:

Scope of Agreement - Employee agrees to perform services for Employer as "teleworker." Employee agrees that teleworking is voluntary and may be terminated at any time, by either the Employee or Employer, with or without cause.

Term of Agreement - This Agreement shall become effective as of the date written above, and shall remain in full force and effect, as long as Employee teleworks, unless the agreement is terminated.

Termination of Agreement - Employee's participation as a teleworker is entirely voluntary. Teleworking is available only to eligible employees, at Employer's sole discretion. Teleworking is not intended to be available to the entire organization. As such, no employee is entitled to, or guaranteed the opportunity to, telework. Either party may terminate Employee's participation in the program, with or without cause, upon reasonable notice, in writing, to the other party. Employer will not be held responsible for costs, damages or losses resulting from cessation of participation in the teleworking program. This Agreement is not a contract of employment and may not be construed as such.

Salary, Job Responsibilities, Benefits - Salary, job responsibilities, and benefits will not change because of involvement in the program, except as they might have changed had Employee stayed in the office full-time, e.g., regular salary reviews will occur as scheduled, and Employee will be entitled to any company-wide benefits changes that may be implemented. Employee agrees to comply with all existing job requirements as now are in effect in the office.

Work hours, Overtime, Vacation - Work hours are not expected to change during the program. In the event that overtime is anticipated, this must be discussed and approved in advance with the manager, just as any overtime scheduling would normally have to be approved.

Work Schedule - The daily work schedule for the days when working at home is subject to negotiation with and approval by Employee's manager. The manager may require that Employee work certain "core hours" and be accessible by telephone during those hours.

Equipment - Employer may provide the necessary computer, software, and other equipment needed for teleworking. All of these items remain the property of the Employer and must be returned to the company upon request. The computer, software, and any other equipment or supplies provided by Employer are provided for use on organizational assignments. Other household members or anyone else should not use the equipment and software. Employer-owned software may not be duplicated except as formally authorized. Employer will be responsible for insurance and maintenance of all company-provided materials.

Employee may use personal equipment for teleworking purposes. In such cases, Employee will be responsible for the maintenance and insurance required for the equipment.

Workspace - Employee agrees to designate a workspace within Employee's remote work location for placement and installation of equipment to be used while teleworking. Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment. Employer must approve the site chosen as Employee's remote workspace. Employee is expected to submit three photos of the home workspace to management prior to implementation.

Any employer-owned or provided materials taken home should be kept in the designated work area at home and not be made accessible to others.

Employee agrees that Employer can make on-site visits (with 48 hours advance notice) to the remote work location for the purpose of determining that the site is safe and free from hazards, and to maintain, repair, inspect, or retrieve employer-owned equipment, software, data or supplies. In the event that legal action is required to regain possession of employer-owned equipment, software, or supplies, Employee agrees to pay all costs incurred by Employer, including attorney's fees, should Employer prevail.

Office Supplies - Office supplies will be provided by Employer as needed. Employee's out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of Employee's manager.

Worker's Compensation - Employer will be responsible for any work-related injuries under our state's Workers Compensation laws, but this liability is limited to injuries resulting directly from work and only if the injury occurs in the designated work area. Any claims will be handled according to the normal procedure for Worker's Compensation claims.

Liability for Injuries - Employee understands that the Employee remains liable for injuries to third persons and/or members of Employee's family on Employee's premises. Employee agrees to defend, indemnify and hold harmless Employer, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by Employee or by Employee's willful misconduct, negligent acts or omissions in the performance of the Employee's duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the Employer.

Dependent Care - Teleworking is not a substitute for dependent care. Teleworkers will not be available during company core hours to provide dependent care.

Income Tax - It will be the Employee's responsibility to determine any income tax implications of maintaining a home office area. Employer will not provide tax guidance nor will Employer assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

Evaluation - Employee agrees to participate in all studies, inquiries, reports and analyses relating to this program. This information is necessary for the EMPLOYER to measure the environmental benefit of the telework program.

Employee remains obligated to comply with all of Employer's rules, practices, instructions and this Agreement. Employee understands that violation of any of the above may result in preclusion from teleworking.

Name of Teleworker: _____

Conditions for teleworking agreed upon by the teleworker and his/her supervisor:

1. The employee agrees to work at the following location: _____

2. The employee will telework _____ days per week.

3. The employee's work hours will be from _____ a.m. to _____ p.m.

4. The following are the assignments to be worked on by the employee at the remote location, with expected delivery dates:

5. The following equipment will be used by the employee at the remote location:

6. The employee agrees to call the central office to get his/her messages at least _____ times per day.

7. The employee agrees to check and respond to e-mail messages at least _____ times per day.

8. The employee agrees to get all supplies needed for teleworking from the company office.
Reimbursement for out-of-pocket expenses for supplies will need prior supervisory approval.

9. Additional conditions agreed upon by the telemanager and teleworker are as follows:

I have reviewed the teleworker agreement with _____ prior to his/her participation in the company's teleworking program.

Supervisor : _____ Date: _____

The above material has been discussed with me. I have read and understand this agreement and accept its conditions.

Employee: _____ Date: _____

COMPRESSED WORK SCHEDULES POLICY TEMPLATE

Compressed work schedules is the concept that allows employees to complete the 80-hour biweekly pay period in less than the standard 10 workdays. Employer offers this work alternative when it makes sense for both Employer and the employees.

Compressed work schedules are not a formal, universal employee benefit. Rather, it is an alternative method of meeting business needs. Employer has the right to refuse to compressed schedules to an employee and to terminate a compressed work arrangement at any time. Employees are not required to work compressed schedules. Employees have the right to refuse to work a compressed schedule if the option is made available.

An employee's compensation, benefits, work status, and work responsibilities will not change due to participation in the compressed work schedule program. Compressed schedule employees must comply with all organizational rules, policies and procedures.

Eligibility

Each Employer Senior Management Team Member (or his or her designee) will identify those job positions in his or her business line that are eligible for compressed schedules.

The opportunity for compressed schedules as well as decisions around continuing or discontinuing compressed work schedules will be made by those managers designated by the appropriate Senior Management Team Member in consultation with Human Resources.

Compressed Work Schedule Options

The standard workweek for a compressed work schedule is Monday through Friday. Employees working a 4/10 or 9/80 must account for 80 hours in each biweekly pay period.

4/10 is a type of compressed work schedule in which an employee meets the 80-hour work requirement by working four 10-hour days and has a day off each week of the bi-weekly pay period, plus the established lunch period of the Office. The hours worked each day are consecutive, except for the intervening lunch period.

The 9/80 is comprised of one 36-hour week, consisting of four 9-hour workdays plus a day off, AND one 44-hour week, consisting of four 9-hour days and one 8-hour day (in the opposite week), PLUS the established lunch period of the Office. The hours worked each day are consecutive, except for the intervening lunch period.

Eligibility and suitability of employees to participate in teleworking will vary among departments and business units, depending on the function and responsibilities of the employee. Each department must maintain some minimum complement of employees who work on site at the Employer office in order to function effectively.

Teleworking is not an alternative to childcare or dependent care and, when applicable, the teleworker must make appropriate arrangements for childcare and/or dependent care.

Schedules and Hours

Arrival times for compressed work schedules are pre-selected and pre-approved. Overtime hours must be pre-approved in writing by the employee's manager. Deviations from the agreed upon schedule must be approved in advance by the manager. Employer policy will be followed for all absences.

When a holiday falls on the day that is a scheduled day off for an employee on a 4/10 or 9/80 compressed schedule, the in-lieu-of holiday shall be the workday immediately before the holiday.

When an employee requests PTO or uses sick leave, the same amount of hours that would have been worked that day will be deducted.

Termination

The availability of compressed schedules as a flexible work arrangement for employees of [Company Name] can be discontinued at any time at the discretion of the employer. Every effort will be made to provide 30 days' notice of such a change to accommodate commuting, child care and other problems that may arise from such a change. There may be instances, however, when no notice is possible.

COMPRESSED WORK SCHEDULE AGREEMENT (EMPLOYEE)

This Agreement, effective _____, is between _____ an employee (referred to as "Employee") and _____ (referred to as "Employer").

The parties, intending to be legally bound, agree as follows:

Scope of Agreement - Employee agrees to perform services for Employer as "compressed worker." Employee agrees that a compressed work schedule is voluntary and may be terminated at any time, by either the Employee or Employer, with or without cause.

Term of Agreement - This Agreement shall become effective as of the date written above, and shall remain in full force and effect, as long as Employee works a compressed schedule, unless the agreement is terminated.

Termination of Agreement - Employee's participation as a compressed worker is entirely voluntary. Compressed schedules are available only to eligible employees, at Employer's sole discretion. Compressed work is not intended to be available to the entire organization. As such, no employee is entitled to, or guaranteed the opportunity to, work a compressed schedule. Either party may terminate Employee's participation in the program, with or without cause, upon reasonable notice, in writing, to the other party. Employer will not be held responsible for costs, damages or losses resulting from cessation of participation in the compressed work schedule program. This Agreement is not a contract of employment and may not be construed as such.

Salary, Job Responsibilities, Benefits - Salary, job responsibilities, and benefits will not change because of involvement in the program, and Employee will be entitled to any company-wide benefits changes that may be implemented. Employee agrees to comply with all existing job requirements as now are in effect in the office.

Work hours, Overtime, Vacation - Work hours will change based on the approved compressed work schedule, but the compressed worker will maintain an 80-hour biweekly pay period. In the event that overtime is anticipated, this must be discussed and approved in advance with the manager, just as any overtime scheduling would normally have to be approved. Vacation requested will reflect a deduction of PTO hours based on the amount of time that would have been worked that day.

Evaluation - Employee agrees to participate in all studies, inquiries, reports and analyses relating to this program. This information is necessary for the EMPLOYER to measure the environmental benefit of the compressed work schedule program. Employee remains obligated to comply with all of Employer's rules, practices, instructions and this Agreement. Employee understands that violation of any of the above may result in preclusion from working a compressed schedule.

I have read and understand this agreement and accept its conditions.

Employee: _____ Date: _____

Supervisor : _____ Date: _____

FLEXIBLE HOURS POLICY TEMPLATE

Flexible work hours allow employees to shift start and end times of the workday to avoid peak commute times and increase coverage of service hours for clients and customers. Flexible schedules often involve a service hours schedule as well as a core business hours schedule to guarantee that a department maintains coverage of business hours necessary to maintain delivery of business objectives.

Eligibility

Each Employer Senior Management Team Member (or his or her designee) will identify those job positions in his or her business line that are eligible for flexible work hours.

The opportunity for flexible work hours as well as decisions around continuing or discontinuing these schedules will be made by those managers designated by the appropriate Senior Management Team Member in consultation with Human Resources.

Flexible Work Schedule Options

Once the standard business hours for the organization are department are defined, 8:00 a.m- 5:00 p.m. for example, core business hours should also be determined, 10:00 a.m.-3:00p.m. Employees may elect a 8-hour shift within the standard business hours timeframe that also supports the core business hours. It is the responsibility of the Senior Management Team to guarantee ample service coverage of the standard business hours within each business line.