telecommuting policy

THIS POLICY IS LEGALLY DESIRABLE

**Telecommuting**ABC Company permits employees in certain jobs to “telecommute” or work remotely from home. Telecommuting is not available for jobs which require regular in-person customer, vendor or co-worker communications, jobs which require in-person use of the Company’s offices and equipment, jobs which require close in-person supervision and other jobs which, by their nature, cannot be performed efficiently and safely off-premises. Further, there are a limited number of telecommuting positions even for those jobs approved for “work at home.”

Employees who are interested in telecommuting should check with Human Resources to learn whether such an arrangement is possible for their jobs. If there are multiple applicants for a telecommuting opening, employees will be selected based upon their history of job performance and tenure with the Company, their skills and their supervisors’ recommendations.

Telecommuting employees will have regular agreed-upon schedules of workdays and hours; the days/hours will be determined by the Company. The employees must be reasonably accessible by telephone and by email during scheduled work hours. Unless specifically stated in writing by the Company, telecommuters are not “on call” outside of their scheduled work hours.

Telecommuting employees are required to work out of the Company’s offices at least \_\_\_\_ days per week/month in order to communicate in-person with their supervisors and other personnel and also may be required to attend periodic staff meetings and Company events, sometimes on short notice. Non-exempt telecommuting employees will not be paid for the time travelling from their homes to the Company’s office for such periodic meetings. [NOTE TO EMPLOYERS: Non-exempt telecommuters may have to be paid for such trips if they are overnight and/or out of town. Since the compensability (or not) of travel time hours is complex and fact specific, an employment attorney should be consulted before including the sentence in a policy.]

Telecommuting employees are held to the same performance and behavior standards as all other employees in the same job classification. Unsatisfactory job performance or behavior may lead to immediate discontinuation of telecommuting privileges.

Telecommuting will be allowed for specified periods of time. If the employee satisfactorily completes a \_\_\_\_\_-month initial trial period, telecommuting will be permitted for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ terms (contingent, of course, on the employee’s continued satisfactory job performance and behavior). There will be no automatic continuation of telecommuting privileges from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: Human Resources, the employee’s supervisor and the employee will assess, near the end of each \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ term, whether an additional year of telecommuting would be beneficial both to the Company and to the employee.

The Company will supply [list the equipment] to be used by the telecommuting employee. The equipment provided to the employee remains the property of the Company and must be used in accordance with the normal Company policies and rules (including the “computer use” policy) and in compliance with the law; for example, telecommuting employees are responsible for regularly backing-up and maintaining computerized files in accordance with the normal Company protocols and are not permitted to use the equipment other than for Company business. The employee must maintain the equipment in good condition and return it in the same condition as provided by the Company, normal wear and tear excepted. The employee is responsible for any damage to or loss of the equipment. The employee must agree that, as a condition of being allowed to telecommute, the employee consents, where permitted by law, to deduction from his or her final paycheck (or, from any other monies owed by the Company to the employee) the value of any equipment not promptly returned to the Company in good condition (normal wear and tear excepted) when requested. The Company will not be responsible for a telecommuter’s utilities other than as expressly set forth in the telecommuting agreement with the employee. The equipment supplied by the Company may only be used by the telecommuting employee for performance of work for the Company and the employee will not let others use that equipment for any reason.

Non-exempt (hourly) telecommuting employees must provide the Company with accurate, precise information about their hours worked. Each such employee must [choose one: “send an email to the employee’s supervisor at the start and end of each workday” or “provide weekly hand-written timesheets indicating the exact start and end times of all hours worked and breaks taken during the day”]. Each hourly/nonexempt telecommuting employee must sign a weekly certification that the hours being reported are accurate. Further, each such employee must check his or her paystubs to ensure that all work hours reported by the employee have been paid by the Company and must immediately contact Human Resources about any discrepancies.

Telecommuting employees are covered by the Company’s workers’ compensation insurance. Any injuries related to performing duties for the Company that occur while telecommuting must be immediately reported to Human Resources.

A telecommuting employee must work from a single location in the home; the location cannot be changed without the Company’s consent. The employee is required to maintain a work environment that is professional and free from noise, distraction and safety hazards. Telecommuting is not intended to be a substitute for childcare or other home care arrangement. The Company will inspect the employee’s work-at-home facilities at the commencement of telecommuting and reserves the right to perform subsequent periodic inspections of the telecommuting employee’s working environment. The telecommuting employee agrees to provide homeowners’ or renters’ liability insurance in a type and in an amount acceptable to the Company and to furnish proof of such insurance.

Telecommuting employees must carefully safeguard the confidentiality of sensitive or trade secret information belonging to the Company, its customers and/or its vendors. The employee must install all data/communications security software and firewalls required by the Company and consent to Company monitoring of the employee’s computer system to ensure continuing data and communications security. The employee is responsible for securing all records, data, files, correspondence and other business papers provided to or created by the employee and ensure that such information (whether in hard-copy or electronic form) is not accessible to or viewed by persons who should not have access to it. Any breaches of confidentiality must be immediately reported to the employee’s supervisor.

Telecommuting employees agree that any work performed through telecommuting belongs to the Company just as if the work were performed in the Company’s offices, that is, nothing in the telecommuting arrangement affects the Company’s rights to intellectual property, “work for hire” or the ownership of work performed by the employee while telecommuting.