# TELECOMMUTING AGREEMENT

Outlined below are the specific policies with respect to telecommuting as well as the responsibilities of both the Company and the individual telecommuter. Once your proposal to telecommute has been approved, review these guidelines, sign the acknowledgment and attach to the flexible work option proposal.

## Overview

Telecommuting at the Company is not an employee benefit nor is it intended to be available to all employees. The selection of individuals for a telecommuting arrangement is not based on any employee’s race, color, national origin, age, sex, gender or gender expression, marital status, sexual orientation, disability, or any other legally protected status. The only basis for a decision is whether it will be beneficial for the Company.

The home is considered an extension of the home office. All company policies and procedures including those governing employee conduct, performance, and safety are in full force and effect during your home work hours.

This telecommuting arrangement can be withdrawn or terminated with 10 days written notice by either party. If it is terminated, you will be required to return to your job at your office location. In addition, if your work performance suffers while you are participating in a telecommuting arrangement and/or your manager decides it is in the best interest of the Company for you to return to the office, you will be required to do so. If you choose not to return on the expected date, you will be subject to disciplinary action or considered to have voluntarily resigned and your employment status will be treated as such under the Company policies.

This telecommuting arrangement will have no effect on your salary, benefits, job responsibility, career opportunities and/or promotability.

## Eligibility

Individuals requesting formal telecommuting arrangements must be employed with the Company for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record.

Before entering into any telecommuting agreement, the employee and manager, with the assistance of the human resource department, will evaluate the suitability of such an arrangement, reviewing the following areas:

* Employee suitability. The employee and manager 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 manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
* Equipment needs, workspace design considerations and scheduling issues. The employee and manager will review the physical 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.

If the employee and manager agree, and the human resource department concurs, a draft telecommuting agreement will be prepared and signed by all parties, and a three-month trial period will commence.

Evaluation of telecommuter performance during the trial period will include regular interaction by phone and e-mail between the employee and the manager, and weekly face-to-face meetings to discuss work progress and problems. At the end of the trial period, the employee and manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of telecommuter performance beyond the trial period 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.

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 is appropriate for the job and the individuals involved.

## Hours Of Work

Your total number of work hours are not expected to change during the period in which you telecommute and you will be responsible for tracking your hours according to standard Company policy. Telecommuters may be required to work overtime as needed. (Note: Non-exempt employees require approval of their manager prior to working overtime.)

Your daily work schedule is subject to negotiation with, and approval by, your manager. Your manager will require that you work certain “core hours” during which you would be accessible by telephone or e-mail. You understand that management has the right to modify this agreement on a temporary basis as a result of business necessity.

Business requirements, i.e.: training programs, special projects or meetings, may require that you spend more time in the office than usual during a particular week or other period. You will have to make arrangements accordingly and be flexible with your hours in order to meet the business need. You are not entitled to necessarily “make up” a telecommuting day during the week if business requirements require you to be in the office on a normal telecommuting day.

You should set up a system with your manager for checking in with the office on a daily basis in the event that an emergency arises, i.e.: a pressing need for information, a change of project deadline, or a change in business conditions.

## Equipment Repair/Security

The Company may provide the necessary computer, modem, software and other equipment that it determines is necessary to do your job. All items will remain the property of the Company and must be returned to the Company in good working condition upon request, including but not limited to such cases as your extended illness, resignation, transfer, termination, or if the telecommuting arrangement ceases.

The Company may choose to allow you to use personal equipment. The decision as to the type, nature, function, and/or quality of the equipment shall rest entirely with the Company. The Company will reimburse you for the reasonable wear and tear or use of applicable equipment. For example, if you use your own copy machine, the Company will reimburse you for the cost of paper and toner. You should contact your homeowners insurance carrier to find out to what extent your policy covers your property.

Company equipment is for business purposes only. The equipment must not be used by family or friends. Company owned software may not be duplicated except as formally authorized and provided you agree to comply with all terms and conditions of software licensing agreements.

The security of company property in your home is as important as in the office. You are expected to take reasonable precautions to protect the equipment from theft or damage.

In the event of company equipment failure or malfunction, you must notify your manager to ensure immediate repair or replacement of such equipment. In the event of delay in repair or replacement of company or personal equipment, or any other circumstances in which it would be impractical for you to work at home, you will be assigned to work in the office.

Should you lose your internet connection to the terminal server and reconnection cannot be made within 30 minutes, you are required to contact your supervisor immediately and return to the office.

You understand that your personal vehicle will not be used for company business unless specifically authorized by the supervisor.

### Telecommuter Systems Requirements

(LIST COMPANY REQUIREMENTS)

## Expenses

Office supplies as needed will be provided by the Company. Any out-of-pocket expenses for other supplies will be reimbursed only with the prior approval of your manager and in accordance with company normal expense reimbursement procedures.

The Company will not reimburse you for travel expenses to and from the office, nor for any home-related expenses including but not limited to heat, air conditioning, electricity, insurance or personal monthly phone bills.

## Confidentiality Of Proprietary Information

You are to keep confidential all information regarding the business of the Company, its customers products, services, systems, business plans, or other proprietary information. It is your responsibility to safeguard such information and ensure that it is not accessible to others.

## Safety Of Home Work Area

The Company strongly recommends you set up a separate area for work in your home.

The Company has the right to visit your home work area to be sure it meets company standards for safety, security, and working conditions. Such visits would be scheduled in advance.

It is your responsibility to ensure that equipment is placed where it is adequately supported. Electronic equipment should be plugged into properly grounded electrical outlets. Your designated work area must be free of potential tripping hazards and unnecessary clutter.

In your home work area, you shall abide by all safety and health guidelines applicable to the office. Smoke detectors must be properly located and maintained in working order. Such purchase and maintenance costs will be your responsibility.

You are required to provide your own furniture. Your work environment should be adjustable or subject to modification to meet minimum ergonomic guidelines. If you cannot work on your existing furniture, your options are to return to the office or purchase the proper furniture at your expense.

## Liability For Injuries

You must immediately report to your manager in writing any injuries related to work you do for the Company in your home work area. If you are injured in your home in the course and scope of your employment, you may be eligible for workers’ compensation benefits. The Company assumes no responsibility for any injuries to third persons and/or members of your household that occur in the designated home work area. Injuries that occur to third persons and/or members of your household in your home, but outside the designated work area, will not be the responsibility of the Company.

## Job Performance

All Human Resources policies, those described in the Company Employee Handbook, including those relating to job performance, remain in effect. That means that your performance will be monitored by your manager and you will be expected to comply with any and all productivity and quality standards that are applicable to you in the office. Disciplinary action, up to and including termination of employment, may result for failure to meet established performance standards.

## Ad Hoc Arrangements

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee’s health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

## Miscellaneous Provisions

It is expected that you will not use telecommuting as a substitute for dependent care. It is your responsibility to ensure that you are fully able to complete your work assignments in an acceptable and timely manner. Dependent care is also not an acceptable reason to “switch” your telecommuting days during the week.

It is your responsibility to determine any income tax implications of maintaining a home office. The Company will not provide tax guidance nor assume any additional tax liabilities.

It is your responsibility to comply with all applicable local laws including zoning ordinances/regulations regarding using your home as a workplace.

A change in your weekly schedule must be submitted and approved by your manager.