



Teleworking Policy

Scope

This policy applies to The Brokerage, Inc. (referred to as “TBI”) employees.

Purpose

The purpose of this policy is to establish criteria under which TBI employees may perform the normal duties and responsibilities of their positions, from an alternate work site for a portion or all of the employee’s scheduled work time, as agreed upon by the employee and department management.

Policy Guidance

Positions eligible for teleworking are based on organizational needs and job requirements. Teleworking is not applicable to all employees because of the nature of scope of the services that The Brokerage, Inc. provides. TBI reserves the right to approve or deny any requests for teleworking.

Hours of Work

A teleworker is expected to be available during the regular scheduled hours of coverage as specified in the teleworking agreement. All non-exempt employees are required to record time worked via web-clocking in and out.

Department manager reserves the right to review and change work hours, schedules, assignments, meetings, and meeting locations as business needs require. Overtime (hours worked over 40 per week) should only be performed with advance approval from management. All hours worked will be paid according to applicable law.

Scheduled time-off, hours of work, or other requests outside the regular work schedule, must be approved by department management.

Performance and Length of Commitment

Performance while teleworking will be evaluated to the same standards as for non-teleworking employees. Teleworkers who do not meet performance standards may not be eligible to continue to telework.

The teleworking agreement and worksite attestations (attached), must be completed by the manager and employee. The teleworking agreement may be revised, reactivated, or discontinued at any time at department management’s discretion.

Dependent Care

Teleworking is not a substitute for childcare or other dependent care. If working at home, the teleworker must make alternative childcare or other dependent care arrangements.

Equipment and Materials

TBI may provide, at its discretion, equipment and materials needed by teleworkers to effectively perform their job duties. The cost of maintenance of equipment will be covered by TBI. Equipment purchased by TBI will remain the property of TBI. The teleworker is responsible for maintaining all equipment purchased by TBI. in good working condition.

Teleworker agrees to return all TBI equipment in good working order on or prior to last day of the teleworking agreement or separation of employment. Management is responsible for maintaining an inventory listing of all company owned equipment in the employees' possession and collecting such prior to last day of teleworking agreement or separation form employment.

TBI owned equipment and software may only be used for TBI business purposes by authorized employees. Teleworker is responsible for protecting TBI owned equipment from theft, damage, and unauthorized use. Teleworker must immediately report damage to, or theft of equipment to management. Teleworker may be responsible for replacing equipment. Teleworker may not duplicated TBI owned software or any TBI property.

TBI may permit the use of employee-owned equipment. When teleworkers are authorized to use their won equipment, TBI will not assume responsibility for the cost of the equipment, repair, or service.

Teleworker is responsible for providing high speed internet and telephone connectivity for use in teleworking. Charges or fees for the internet, land line telephone, cell phone, or long-distance charges will be the responsibility of the teleworker. The use of non-secure public internet connection to conduct company business is not permitted. **The equipment will be powered down after the workday is over.**

Safety

Workspace for the purposes of teleworking will be maintained by the employee in a safe, ergonomically correct manner, free from hazards. Safe work guidelines can be found at: <https://www.osha.gov/SLTC/etools/computerworkstations/index.html>

Teleworker is responsible for immediately informing his/her manager of any injury that occurs during the teleworkers agreed upon hours, while working remotely. The insurance carrier will determine the compensability of any workers compensation claim. TBI assumes no liability for injuries occurring at an employee's home office worksite outside of the agreed upon work hours.

Teleworker remains liable for injuries or damages to third persons and/or members of the employee's family on the employee's premises.

Department management must observe a teleworkers' primary worksite in order to ensure that safety and security measures taken by the teleworker are suitable and appropriate for the work being performed. If conditions of the worksite change, the employee is required to report this to his/her manager and a new worksite evaluation must be conducted. An attestation to the worksite evaluation is required to be kept on file by TBI.

Security and Privacy

TBI records, files, and documents should be protected from unauthorized disclosure or damage. Computer security and privacy practices must be conducted in the same manner in alternative work

location as in a TBI work site such as password protections, and screen saver lock outs. Teleworkers should take reasonable, realistic precautions to ensure the confidentiality and security of protected TBI information.

TBI compliance and HIPAA privacy and security policies remain in effect at all worksites, where TBI business is performed.

Terms of Employment

The teleworker is required to comply with TBI policies and procedures, as if he/she were at any TBI building or premises. TBI employment remains at-will and the teleworking agreement does not constitute a contract of employment. TBI reserves the right to terminate a teleworking agreement at any time, for any reason.

Responsible Parties

Human Resources is responsible for the implementation and oversight of the teleworking policy.



Teleworking Agreement

This document confirms the Teleworking Agreement between The Brokerage, Inc. and _____, effective _____. Employee has met eligibility requirements consistent with the Teleworking Policy.

The following conditions for teleworking have been agreed upon by the employee and department management:

Participation in a teleworking program requires consistent, clear, and concise communication and commitment from both the teleworker and department management. Discussions regarding established short- and long-term goals should be ongoing and dynamic.

The employee agrees to telework from the following primary worksite:

Address _____

The employee's primary worksite may be the employee's home or an alternate TBI approved worksite as agreed upon by the employee and department management.

Terms of Employment TBI employment remains at-will. The employee understands that this Teleworking Agreement is not a contract of employment between TBI and the employee and does not provide any contractual rights to continued employment. The employee agrees to comply with all TBI policies, practices, and instructions that would apply if the employee were working at any TBI facility.

Hours of Work, Overtime, PTO The teleworker is expected to be available during the following scheduled hours of coverage:

Monday – Friday 8:30am – 5pm

Employee requests for scheduling changes will be approved by the employee's department management in the same manner as when working at any TBI authorized worksite. TBI reserves the right to review and change work hours, schedules, assignments, meetings, or meeting locations as business needs require. Employee PTO requests will be approved by the employee's department management in the same manner when working at any TBI worksite.

Overtime hours (hours over 40 worked per week) must be approved in advance. By signing this agreement, the employee agrees that failing to obtain proper approval for overtime, PTO requests or any other change in hours may result in removal from the teleworking program and/or further progressive corrective action.

Length of Commitment This agreement will be in place by the discretion of TBI Management. Teleworking arrangements are continued by mutual agreement. Upon review, participation in the agreement may be revised, reactivated, or discontinued. Human Resources will be notified of any changes to this agreement.

This agreement may be terminated by TBI at any time, for any reason.

Equipment and Materials Employees may use TBI equipment and/or materials at the teleworking location with department management approval. The equipment must be protected against theft,

damage, and used only for authorized purposes. The equipment and materials will remain the property of TBI. **The equipment will be powered down after the workday is over.**

Teleworker must return all TBI equipment in good working order on or prior to the last day of the Teleworking Agreement or separation. The employee may be financially liable for equipment not returned to TBI within the designated time period. Damage to or theft of equipment must be reported to management immediately. Teleworker may be responsible for cost associated with replacement.

TBI may permit the use of employee-owned equipment. The employee is responsible for all operating costs, maintenance, or damages to the employee's property that may result from participation in the teleworking program.

The employee agrees to obtain office supplies or materials needed for teleworking from a TBI office. Employee paid expenses for these items will not be reimbursed, unless pre-approved in writing by department management.

The following equipment will be provided by TBI for use in teleworking (if no equipment is provided, please indicate as such):

Equipment Provided by TBI	Serial Number	Axxys Computer Number (if applicable)

☐ Employee owned equipment will be used for teleworking.

Safety Employee agrees to provide and maintain a designated ergonomically correct, hazard-free workspace at the employee's primary telework site or any other TBI approved telework site.

The employee is covered under TBI Workers' Compensation insurance if injured in the course of duty during the regularly scheduled hours of work at the TBI approved primary teleworking site. The teleworker agrees to report any job-related injury occurring at the site as soon as possible after the injury occurs in compliance with TBI policy.

TBI assumes no liability for employee injuries occurring in the employee's home worksite outside of the agreed-upon work hours. The employee remains liable for injuries or damages to third parties or members of the employee's family on the employee's premises.

Privacy and Security TBI records, files, and documents will be protected from unauthorized disclosure or damage at the designated telework site. Teleworkers will apply approved safeguards to ensure the confidentiality and security of protected TBI information. The use of "non-secure" public internet connections to conduct company business is prohibited. Work products produced by the teleworker for TBI are considered the property of TBI and are private.

Dependent Care It is agreed that teleworking is not intended to serve as a substitute for child or other dependent care. Provisions must be made for children or other dependents in need of primary care. The employee agrees that a violation of this rule may lead to removal from the teleworking program and/or further progressive corrective action.

Signatures The employee has read the TBI Teleworking Policy and agrees to comply with all TBI policies and guidelines. The employee agrees that violation of the Teleworking Policy or any other TBI policy may lead to removal from the Teleworking program or further progressive corrective action up to and including involuntary separation.

Teleworker Signature	Cell Phone number
Department Manager Signature	Date

Worksite Evaluation

Success of a telecommuting arrangement depends on a realistic assessment of the overall safety of an employee's alternate workplace. The checklist lists areas and items that the employee and department manager must inspect to ensure the designated workspace is safe, ergonomically suitable, and free from hazards.

Employee Name: _____

Department Manager: _____

Worksite Address: _____

Briefly describe the designated work area:

Manager to fill out:

	YES	NO	If no, remedy
Workstation is arranged to be comfortable with chair, monitor, keyboard, phone			
Work area is quiet and free from distractions			
All electrical equipment is free of recognized hazards that would cause physical harm (example: frayed wires, bare conductors, loose or exposed wires)			
Computer equipment is connected to a surge protector. <u>The equipment will be powered down after the workday is over.</u>			
Intranet connections are adequate, secure and password protected			
Documents and other work equipment are maintained in a secure area			
There are security controls in place to protect passwords, agency-owned software, and files from unauthorized disclosure.			
There is a fire extinguisher and smoke detector at the alternate workplace site.			
Phone lines, electrical cords, and extension wires are secured underneath a desk or along baseboards			

☐ Attach pictures as supporting evidence of worksite readiness.

I, _____, understand it is my responsibility to maintain the safety and appropriate arrangement of my alternate workplace. I understand if there are significant changes in my work area or space, I must report that to my manager immediately. I certify that my responses to the checklist are true and completed to the best of my knowledge. I understand that any erroneous, misleading, or fraudulent information is sufficient grounds for my preclusion from telecommuting and/or termination of employment.

Employee Signature

Date

Manager Signature

Date

The language used in this document does not create an employment contract between the employee and The Brokerage, Inc. This document does not create any contractual rights or entitlements. The Brokerage, Inc. reserves the right to revise the content of this document, in whole or in part. No promises or assurance, whether written or real, which are contrary to or inconsistent with the terms of this paragraph create any contract of employment.