

## Telecommuting Policy

The purpose of this policy is to establish CBIA's administrative guidelines for the telecommuting policy as a means of supporting CBIA's business operations and sustaining the hiring and retention of a highly qualified workforce by enhancing work/life balance. This is an alternative work arrangement available to employees through a mutual agreement between employee and manager/supervisors. Telecommuting is voluntary and is not an employee right or entitlement. Not all jobs are appropriate for telecommuting as the daily assigned job responsibilities must be capable of being performed from a remote location, the equipment and systems used by the employee to work remotely must meet security requirements, and the employee must have demonstrated the ability to work independently. This policy applies to work outside of the office for one or more days a week on a routine basis.

Telecommuting allows employees to do some of their work from home instead of the traditional workplace. All telecommuting work arrangements are granted at CBIA's discretion and must meet CBIA's business needs. Managers/supervisors may at their discretion and with little or no notice disallow telework during various weeks of the year. Managers/supervisors approving employees for telework should coordinate "telework days" in a manner that ensures there is adequate department staffing at CBIA for those particular days, including not to exceed 2 telework days per week and that employees are in person for department and company staff meetings. Work must be of a nature where face to face interaction is minimal and may always be scheduled to permit teleconferencing in a professional manner with no distractions or background interference during core business hours.

In addition to the above, managers may approve telework due to inclement weather or during a partial or full return to work following an illness or injury. While the same principles for telecommuting apply, this type of arrangement is temporary.

Employees permitted to telecommute must continue to follow all applicable laws and Company policies, including, but not limited to, those in your Company handbook. including core hours and flextime, as well as workplace safety rules. Failure to follow applicable Company policies may result in discipline, up to and including termination of the telecommuting arrangement and/or your employment. Employees who telecommute are expected to stay in contact with their immediate supervisor in the manner and frequency as instructed by the supervisor. Employees must also adhere to their normal starting and quitting times, meal and break periods, and to maintain required time records to the same extent as employees working in Company offices. Hourly paid employees must accurately record all working time and submit their hours to their supervisor via email every Friday. If you are requesting telework based on your own medical condition or that of a family member, your request should be evaluated pursuant to other organization guidelines, such as those relating to Family Medical Leave and Short-Term Disability Leave.

Employees are expected to meet the following conditions to be considered for telecommuting:

- Employee should have at least 3 months of continuous full-time service with CBIA and their performance levels must meet or exceed expectations.
- Demonstrates dependability and responsibility by meeting attendance standards, following through on projects and work assignments and maintaining confidentiality.
- Is effective at working independently for extended periods.
- Employee must also have a computer that can connect to CBIA's VPN network.

- Employee must have an established and adequate workspace free of interruptions and distractions.
- Employee must have a designated and secured work area at home.
- Employee must have a phone number where they can be reached on telework days.
- Employee agrees to follow all applicable IT, Security, Privacy and Confidentiality policies and procedures which includes files and data that are to be stored on CBIA's network drives for periodic back-up and loss prevention.
- Employee must use available scheduling/calendar tools to identify telework times so that co-workers know when and how the employee is available.
- Employee must abide by the terms of the telework agreement and the guidelines of the telework policy.

As a telecommuter CBIA assumes no liability for injuries occurring in the employee's home workspace outside of work hours. Worker's compensation does not apply to non-work-related injuries that might occur in the home even if they occur during the agreed telework hours. It is the employee's responsibility to ensure compliance with any local zoning ordinances related to working at home or maintaining a home office. It is the employee's responsibility to determine any tax implications of maintaining a home office. Employee's are encouraged to consult with a qualified tax professional to discuss tax implications.

To request to telecommute, the employee must meet with their manager and discuss the proposed telecommute arrangement. If the manager agrees, the manager must get approval from their division head. If the division head agrees, the manager will send an email to the Director of Human Resources describing the terms of the telecommute arrangement, including the days that the employee will be regularly scheduled to work from home. The employee is subject to the Telecommuting Terms that follow. Employees will be evaluated after the first month and every six (6) months thereafter by the supervisor to evaluate if the teleworking arrangement is conducive to CBIA's business needs.

***The telework agreement may be cancelled by the manager at any time when it is determined that continuation would not be productive, efficient, or otherwise not in the best interest of CBIA.***

## **Telecommuting Terms**

Telecommuting is a voluntary agreement between the manager/supervisor and the telecommuter. It can be discontinued at any time by either party with no notice and without adverse repercussions.

1. The telecommuter agrees to be available during normal business hours for communication through such methods as phone, voice mail, email, fax and agrees to respond within 60 minutes. Employee initiated schedule changes must be approved by the manager.
2. Telecommuter agrees to provide phone numbers where they can be reached on telework days.
3. The duties, obligations, responsibilities and conditions of the telecommuter's employment with CBIA remains unchanged. The employee's salary, retirement, vacation and sick leave benefits, and insurance coverage shall remain the same.

4. Work hours, overtime compensation, use of sick leave, and approval for use of vacation will conform to CBIA's policies and procedures. Overtime to be worked must be approved in advance by the supervisor.
5. The telecommuter agrees to make regular dependent care arrangements during telecommuting periods.
6. The telecommuter agrees to maintain a safe and ergonomically sound work environment. If employee is injured in the course and scope of performing official duties during the agreed upon work hours, regardless of work location, the employee is covered under the state's workers' compensation law. The employee is to report work-related injuries to the supervisor at the earliest opportunity and complete necessary forms. CBIA assumes no liability for injuries occurring in the employee's home workspace outside of work hours.
7. Telecommuter understands that Workers' Compensation does not apply to non-work-related injuries that might occur in the home, even if they occur during agreed telework hours.
8. Telecommuter agrees they are responsible to ensure compliance with any local zoning ordinances related to working at home or maintaining a home office.
9. Telecommuter agrees it is their responsibility to determine any tax implications of maintaining a home office. It is encouraged that the telecommuter consults with a qualified tax professional to discuss tax implications.
10. Telecommuter agrees that CBIA assumes no responsibility for any operating costs associated with the teleworker using their personal residence as a telework location.
11. Telecommuter agrees to provide a secure high-speed internet connection through their ISP.
12. Telecommuter agrees to comply with all applicable customer data agreements. If the applicable customer does not allow transfer of proprietary or restricted data from their devices or facilities to CBIA devices or facilities, the teleworker must be able to perform meaningful work without this data when teleworking.
13. The telecommuter agrees to provide a secure location for CBIA owned equipment and materials, and will not use, or allow others to use such equipment for purposes other than CBIA business. All equipment, records, and materials provided by CBIA shall remain CBIA property. The telecommuter agrees to allow CBIA reasonable access to its equipment and materials.
14. The telecommuter agrees to return CBIA equipment, records and materials upon termination of this agreement. All CBIA equipment will be returned by the employee for inspection, repair, replacement, or repossession upon request.
15. Telecommuter agrees that files and data are to be stored on CBIA network drives rather than local drives to ensure periodic backup and work-loss prevention.

16. Telecommuter understands that CBIA will not reimburse telecommuter for the purchase of special equipment or software to support telework. CBIA is not responsible for any additional technical support.
17. Telecommuter is responsible for purchasing and stocking all supplies necessary to perform their job unless other arrangements have been made with their supervisor. Teleworkers will not be reimbursed for any supplies without supervisor approval.
18. Telecommuter agrees not to hold business meetings with customers or co-workers at the telework workplace if such location is in the employee's home.
19. Telecommuter agrees not to engage in work related to other jobs, business, or outside activities during core hours on telework days.
20. Telecommuter agrees that management retains the right to modify the agreement as a result of business necessity or as a result of an employee request supported by the supervisor.