



Next steps for small and medium business owners

Following the notice from the Centers for Disease Control

1. Implement a flexible worksite and work hours policy if possible (e.g., staggered shifts, telecommuting). **Template included below!**
2. Ensure that you have a flexible and compliant sick leave policy in effect
 - Actively encourage sick employees to stay home
 - Do not require a doctor's note for employees who show signs of sickness
 - Allow employees to stay home to care for a sick family member
 - Send visibly sick employees home immediately
 - Be sure to maintain confidentiality of people with confirmed COVID-19
3. Do not make determinations of risk based on gender, race, country of origin, or age
4. Perform routine environmental cleaning
 - Regularly wipe down surfaces with disinfectant
 - Make hand sanitizer readily available
 - Encourage employees to frequently wash their hands
5. Prepare coverage for essential functions in your business
 - Furloughs may be necessary for employees that are ineligible for remote work, in case of a quarantine. **Template included below!**
 - Establish a phone tree in case of emergencies. **Template included below!**

Ad-Hoc Telecommuting Policy and Procedure

Objective

In an effort to ensure the safety and health of our workforce during the spread of the Coronavirus (COVID-19), _____ (the “Company”) will implement a telecommuting policy that allows employees to work at home for the entirety of their workday. _____ considers telecommuting to be a viable, flexible work option when unforeseen events occur that impact the organization’s ability to meet face to face. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance. Telecommuting is not a formal, universal benefit; rather, it is an alternative method of meeting the needs of the Company. This policy in no way changes the terms and conditions of employment.

Protocols and Communication Standards

In order to be successful while telecommuting, you must work in close partnership with your manager to ensure that tasks are completed in a timely and professional manner.

You are also are expected to:

- Be available by phone and email during core business hours and/or consistent with the schedule approved by your manager.
- Ensure all client interactions are conducted in a quiet location so as not to disrupt or deter from the business being conducted.
- Ensure you make yourself available for staff meetings, and other meetings as deemed necessary by the Company or your manager.
- Ensure that _____ equipment and records in your home office workspace are maintained in safe and secure conditions and are used primarily for Company business.
- Ensure that _____ records are available to the Company or your manager immediately upon request.
- Consult with the Company or your manager to clarify any system back-up requirements if work is saved on a system other than what is required by the Company.
- Be available to travel when work so requires.
- Alert the Company or your manager if external circumstances are likely to interfere with work performance under this policy.
- Ensure that the needs of the Company and its clients take precedence over your personal needs during core business hours.

If you are non-exempt employee, you must:

- Check-in with your manager or designated person by phone or by email at the beginning and ending of each work day.
- Notify your manager or designated person when leaving your home office during regular, scheduled working hours.
- Obtain approval from their manager in advance of working any overtime.
- Obtain approval from your manager in advance of any work-related travel.

Equipment & Telecommunications

_____ may provide specific tools/equipment for employees to perform their specific job duties. This may include computer hardware and software, company cell phones, VOIP or phone lines, including voicemail, email, connectivity to host applications, and other equipment as deemed necessary for you to effectively conduct business.

The Company will determine which equipment, if any, will be provided on a case-by-case basis. Where the Company does not provide any equipment as outlined above, you should work with your manager to determine which tools/equipment, if any, will be reimbursed by the Company; all such reimbursement will be done to the extent applicable by law.

When the Company determines that it is necessary for your productivity, it may purchase network access for your home office, but you should be aware that in the event the Company is not obligated to purchase this on your behalf, you may be responsible for purchasing your own network access for your home office or other remote work location.

_____ equipment in an employee's home office or other off-site workspace is subject to inventory control and disposal procedures as defined by the Company.

All employees are responsible for bringing any tools/equipment to a primary work site as defined by the Company or the employee's manager for inspection, maintenance and repair.

The Company will reasonably repair and replace tools/equipment unless it is lost, damaged or stolen as a result of an employee's clear negligence or abuse. Where applicable, the Company will maintain an inventoried list of all equipment including serial numbers or other identifying characteristics (e.g. model numbers) of tools/equipment that it has issued to any employee.

Every employee is responsible for ensuring that all data or Company specific information is maintained in a secure manner, is backed up or stored appropriately, and that there are no risks of loss or uncontrolled information. This includes electronic records as well as hard copy documentation.

Consistent with the Company's expectations of information security, telecommuting and remote working employees are expected to ensure the protection of proprietary Company and client information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the environment to ensure there are no data breaches which put the Company or its clients at risk.

The use of equipment, software and data supplies when provided by the Company for use at the employee's home office or other remote work location is limited to authorized persons and for purposes relating to Company business.

If employees use his/her own equipment, the Company reserves the right to determine if the equipment contains appropriate software and configuration in order for the employee to effectively and securely perform work-related tasks. Employees are responsible for all maintenance and repair of their own equipment, and the Company accepts no responsibility for damage or repairs to employee-owned equipment.

In the event Company has provided the employee with Company-owned equipment to be used in their home office, all Company equipment must be returned unless other arrangements have been made at the time of termination.

Home Office Safety

An employee's home office is considered an extension of the Company's workspace. Therefore, employees are expected to maintain their home office in a safe manner, free from safety hazards. As the Company may be liable for injuries or illnesses that occur during an employee's agreed-upon work hours, an employee's at-home work hours must conform to a schedule agreed upon by the employee and his/her manager, as well as conform to the Company's safety policies and procedures. Telecommuting employees are responsible for immediately notifying their manager of any injuries that may have occurred while on duty. The Company does not assume any liability for injuries occurring in the employee's home office outside the agreed-upon work hours or as a result of the employee's own negligence or disregard of the Company's safety procedures, unless otherwise required by law.

The Company is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home.

Failure to comply with the requirements outlined in this policy may result in corrective action, up to and including termination. As with all Company policies, _____ reserves the right to modify or change what is outlined in this policy at any time, with or without notice.

Furlough Letter

___/___/_____

Dear _____,

This letter is to inform you that your current position with _____ (hereinafter, the “Company”) is being placed on furlough effective immediately due to the impact of the Coronavirus (COVID-19)¹. Although we do not have an anticipated end date of this furlough, we will reconvene on this matter in three (3) weeks to reassess the circumstances and make any further determinations necessary regarding this policy.²

Furloughs are company-initiated, temporary unpaid leave of absences³. The furlough period and provisions outlined herein may be changed at the sole discretion of the Company. Further, nothing in this letter creates a guarantee of future employment, nor does it create an employment contract, either express or implied.⁴

During the furlough period, your health insurance premiums will remain in effect. The Company will not collect the portion of your share of the benefits during this furlough; however, the Company will make arrangements upon your return to work to collect any portion which would have otherwise been paid by you had the furlough not taken place. If you elect to terminate

your employment during this furlough, your benefits will be terminated according to Company policy.⁵

Further, during this furlough you may be eligible for unemployment compensation. Please note that it is your responsibility to file for unemployment compensation.⁶ Please refer to your state’s guidelines for unemployment compensation regarding specific details and provisions surrounding application, eligibility, and collection of benefits. You may also use any earned, unused vacation or sick time during the furlough period.⁷

If you decide to terminate your employment or alter your employment status while on this furlough, you must immediately notify your manager of this change. If you do not return to your employment once the Company has issued notice that this furlough period has ended, the Company will deem such failure to return to your employment to be a voluntary resignation by you and your employment will be separated accordingly.⁸ Finally, if the Company is not able to return you to work by the end of the furlough, your employment status will be classified as a layoff and/or reduction in force⁹ and you should be eligible for unemployment compensation under the applicable statutes as indicated above.

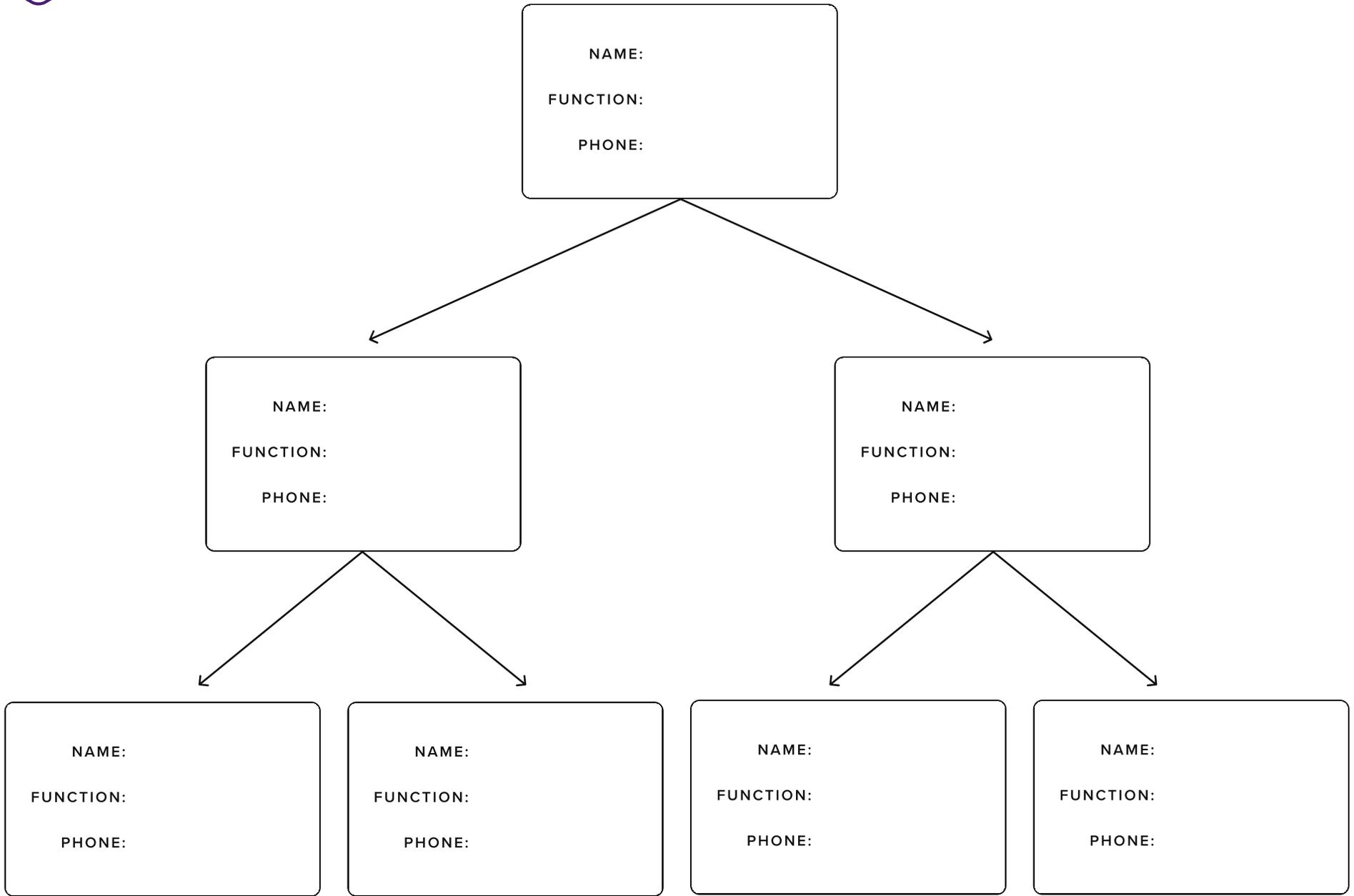
Finally, during the furlough, we will do our best to communicate any furlough status updates or changes your employment. If you have questions or want to know the status of the furlough, please do not hesitate to contact _____ at (____) _____ - _____.

Sincerely,

Emergency Phone Tree

Please use this phone tree to identify people you will need to contact, such as your employees, partners, and vendors. Share this contact information with your _____ team.

- Limit the number of people each person must call, we recommend that each person is assigned to 2 other people.
- Leave a message for unavailable contacts. The caller should continue down the phone tree and continue attempting contact with unavailable persons.
- Each unit should have provisions for getting the information to a person who was not contacted.
- The last person called should report back to a designated person to signal the end of the calling process.
- Keep the message short and concise. Only the facts should be given and each caller should avoid speculation. Confidentiality must be stressed.
- Update the phone tree at least annually to insure accurate phone numbers and inclusion of all staff.



Disclaimers and fine print

This document is intended for general informational purposes only and is not a substitute for legal advice or services. Refer to Bambee's [Terms of Service](#) for more details. The information and documents are for general guidance and informational purposes only and not a substitute for the advice of an HR professional and/or an attorney. Please consult with an appropriately licensed attorney before using the document. Company does not and will not ever give or offer legal advice, and does not and cannot guarantee the accuracy or suitability of its content or communications for a particular purpose. Use at your own risk.

¹ Ensure that you have consulted with an appropriately licensed attorney and/or HR professional of choice and confirmed whether a furlough is best suited for your specific business and circumstances, and if so, which furlough procedure is appropriate (ie. partial furlough, full-week furlough, etc.) while confirming that you are in compliance with all local, state, and federal laws.

² Ensure that you have consulted with an appropriate professional regarding any furlough notice requirements mandated by the local, state and federal laws applicable to your specific business, such as WARN Act notice requirements.

³ The time period appropriate will vary depending on the specific circumstances of your business. Ensure that you consult with an appropriate professional regarding compliance issues mandated by the local, state and federal laws applicable to your specific business, such as WARN Act notice requirements, particularly if your workforce is at or over 100 workers, and you intend to close for 30 days or longer.

⁴ Furloughs are generally unpaid, but in certain circumstances, furlough may be paid if appropriate for your specific business. Ensure that you have explored all applicable laws impacted by such arrangements, as there may be requirements to allow employees to fully exhaust sick leave, utilize sick days while on furlough, etc.

⁵ The employment relationship at your specific business may differ and may be governed by private contract, industry standard, or other governmental standards, to which this may not apply.

⁶ If your specific business cannot afford to pay for health insurance premiums, ensure that due diligence is done to determine whether or not your business can legally terminate benefits. Any actions pertaining to insurance premiums, benefits provision, etc. may be subject to local, state and federal laws including ERISA and/or COBRA guidelines and compliant collection of premium funds.

⁷ Eligibility of Unemployment Insurance varies by state and/or jurisdiction.

⁸ See above, footnote 3.

⁹ Any decisions impacting an employee's employment status should be carefully reviewed and considered in partnership with your appropriately licensed attorney and/or HR professional of choice.

¹⁰ Reductions in force are highly regulated and impacted by many statutory considerations, including the intricacies of the WARN Act and related procedures. Ensure that you have consulted with an appropriate professional regarding all requirements mandated by the local, state and federal laws applicable to your specific business and workforce.