We are in the process of revising our flexibility policy and I wanted to compare our policy with other companies.

Question: Can you share copies of your flexible work policy?

Cathy Dickson, Mondelez, May 15, 2013


<table>
<thead>
<tr>
<th>COMPANY, CONTACT NAME</th>
<th>COMMENTS</th>
</tr>
</thead>
</table>
| AstraZeneca Liz Perotti Liz.Perotti@astrazeneca.com | AstraZeneca has Flexible Work Arrangements year round.  
Eligibility: Headquarters employees are eligible to request the FWAs defined in this policy. However, FWAs are subject to management approval based on business needs and can be modified or terminated if business needs change.  
Flexible Work Arrangement Definitions: Standard Workweek – The minimum hours employees are expected to work each week. AstraZeneca’s standard for headquarters employees is 37.5 hours per week.  
- Standard Workday – The regular hours employees are expected to work each day during the standard workweek. AstraZeneca’s standard headquarters workday is 7.5 hours. The workday begins at 8:30 a.m. and ends at 4:45 p.m. with a 45-minute lunch.  
- Core Hours – the time during the standard workday when all employees should be working. AstraZeneca required core hours of 9:00 a.m. to 3:00 p.m. Monday through Thursday and 9:00 a.m. to 1:00 p.m. on Friday.  
- Flextime – Employees work a full-time schedule (37.5 hours per week) but vary their workday start and end times around core hours.  
- Flexible Fridays – Employees must work a longer day Monday through Thursday and half-day on Friday. Flexible Fridays are a form of compressed work week, which is defined as any arrangement in which employees work a full 37.5 hour week in less than five days. Employees who want to use Flexible Fridays are expected to work the required extra hours on Monday – Thursday.  
Non-exempt employees may be considered for a FWA that may require them to work more than 40 hours in any workweek with HR approval. The maximum standard day for all employees is ten hours. Each function is required to ensure that there is coverage in the area on Friday afternoons.  
- Part-time – Employees work less than the regular full-time (37.5 hours per week) work schedule. Part-time employees are eligible for employee benefits with some modifications as set forth in the AstraZeneca Part-Time policy. Part-time options include:  
1. Regular Part-Time 1 – Employees work in a budgeted full-time... |
position on a regular schedule at reduced hours of not less than 30 hours per week (80% of a full-time position).
2. Regular Part-Time 2 – Employees work in a budgeted position on a regular schedule at reduced hours of between 18.75 and 29 hours per week.
3. Job Share – Two employees share one regular, budgeted full-time position. The two job sharers may work in an arrangement of 50%/50%, 60%/40% or 60%/60% (allows for overlapping schedule).
• Teleworking – Employee engaged in office-type work at home or at another work site for one day each week instead of at their designated office locations. Eligibility for teleworking is determined by whether job requirements and the needs of the business, co-workers, and internal and external customers can be met working off-site. When requesting a teleworking arrangement, employees must be able to demonstrate to their manager how the proposed arrangement will benefit the business. Teleworkers must be strong performers who deliver against business results. They are expected to be flexible and attend meetings onsite when business demands require it.

<table>
<thead>
<tr>
<th>IBM</th>
<th>Jackie O’Sullivan</th>
<th><a href="mailto:josulliv@us.ibm.com">josulliv@us.ibm.com</a></th>
<th>516-481-3513</th>
</tr>
</thead>
<tbody>
<tr>
<td>IBM’s Work-Life and Flexibility Policy: Flexible work arrangements are options that enable employees to meet their personal needs and also permits IBM to deliver on its commitments to IBM’s clients and the business. In IBM's business environment, these options give IBM increased competitive business advantage by attracting, motivating, and retaining top talent which in turn increases the quality and availability of the skill sets for our clients. These options also enable employees to work in ways that meet their personal requirements. IBM is committed to creating a supportive, flexible work environment that gives employees flexibility and control over their work as long as business objectives are achieved as established by their immediate manager. The use of these options requires the employee and their manager to balance the needs of the business and the employee. The business implications must always be considered when assessing employee requests or management's offering to use these options. Managers and employees need to work together to integrate the needs of the business and the employees but priority is given to the client or internal needs.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LA Metro Transit</th>
<th>Suzanne Lauver</th>
<th><a href="mailto:LAUVERS@metro.net">LAUVERS@metro.net</a></th>
<th>Phone 213-922-7418</th>
</tr>
</thead>
<tbody>
<tr>
<td>See attached document for two of our policies on:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Alternate Work Schedule</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Telecommuting</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Northern Trust</th>
<th>Jeanne Ulatowski</th>
<th><a href="mailto:Jmu1@ntrs.com">Jmu1@ntrs.com</a></th>
<th>Phone 312-444-3614</th>
</tr>
</thead>
<tbody>
<tr>
<td>See 3 (attached) documents. This is just for Northern Trust’s North America partners.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Flextime May 2012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Job Sharing May 2012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Compressed Schedules May 2012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The University of Kentucky</td>
<td>Flex-Time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Erika Chambers</td>
<td>The University, in its continuing effort to increase job satisfaction, morale of employees and effective operation of the University, provides for a flexible work hours system. Flex-time will take place of the “normal” 7.5 or eight hour work day, but will not affect the normal 37.5 or 40 hour work week.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:erikachambers@uky.edu">erikachambers@uky.edu</a></td>
<td>1) With the approval of the supervisor, dean or director, an employee may select the hours the employee prefers to work. Total hours worked per week shall equal the current hours per week. Hours for any nonexempt employee shall not exceed 40 hours per week unless deemed a necessity and is in accordance with this policy.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. These hours shall consist of a “core” period when the employee will be on the job each day. This time must support the requirements of the job as determined by the supervisor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Normal flex-time hours usually start not more than one hour before the regular start time and end no later than two hours past the current ending time. Other starting or ending times shall be approved by the Associate Vice President of Human Resources, or designee.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Toyota</td>
<td>2) The revised schedule for an employee shall be consistent for a designated period of time. Once a schedule is approved it shall not be changed without the agreement of the supervisor and approval from the dean or director.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dawn Mugavero</td>
<td>3) Department heads, managers and supervisors shall take the following into consideration prior to approval:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Dawn_Mugavero@toyota.com">Dawn_Mugavero@toyota.com</a></td>
<td>a. Scheduling/adequate staffing,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Environmental and security considerations, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Operational functions in relation to other departments.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>See attached document</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
HUMAN RESOURCES
Alternate Work Schedule

POLICY STATEMENT

The Los Angeles County Metropolitan Transportation Authority (LACMTA) has established the following Alternate Work Schedule policy to accommodate service to LACMTA customers and ensure adequate staffing to meet operational needs. Alternative work schedules are granted at the sole discretion of an employee’s supervisor.

PURPOSE

The purpose of this policy is to assist supervisors in determining work schedules that are in accord with applicable laws and in the best interest of LACMTA, the department, and the work unit. While fulfilling its responsibility, LACMTA aims to reduce traffic congestion and provide flexibility to employees in meeting their personal/family requirements.

APPLICATION

This policy applies to all LACMTA employees (regular, temporary regular, part-time, probationary and at will).

If a conflict occurs between this policy and a collective bargaining agreement, the collective bargaining agreement shall prevail.

LACMTA reserves the right to schedule work days/hours as necessary.

Effective Date: 11/10/2009
Date of Last Review: 1/11/2010
HUMAN RESOURCES
Alternate Work Schedule

1.0 GENERAL

LACMTA's conventional work schedule is the 5/40 plan in which an employee works 8 hours a day for 5 days a week. However, LACMTA has established and implemented alternate workweek schedules referred to as 4/40 and 9/80.

Full-time employees are expected to work a minimum of 80 hours in a pay period (i.e. 2 consecutive workweeks). Any workweek schedule change will be administered according to Fair Labor Standard Act (FLSA) rules and regulations.

2.0 PROCEDURES

2.1 Workweek Schedule General Guidelines

2.1.1 Supervisors shall approve each of their respective employees’ workweek schedule (5/40, 4/40, or 9/80) according to the needs of the department/section.

2.1.2 The alternate workweek schedule of 4/40 or 9/80 is not an employee right and supervisors may require the conventional 5/40 schedule based on the department’s needs.

Five-Forty (5/40)

- Employees on a 5/40 schedule shall work five days at eight hours a day in a workweek. The workweek commences at 12:01 a.m. Sunday and ends at 12:00 midnight Saturday.

Four-Forty (4/40)

- Employees on a 4/40 schedule shall work four days at ten hours a day in a workweek. The workweek commences at 12:01 a.m. Sunday and ends at 12:00 midnight Saturday.

Nine-Eighty (9/80)

- Employees on a 9/80 shall work eight days at nine hours per day, and one day at eight hours per day, equaling 80 hours each pay period. The workweek commences at the middle of the eight-hour work shift and ends 168 hours later.
2.1.3 Supervisors shall ensure adequate coverage in their departments and cross training of employees may be required to provide backup support.

2.1.4 Employees may start each workday between 6:00 to 9:00 a.m. and end between 3:00 and 6:30 p.m. His/her Supervisor must approve each employee's specific start and end time in advance. Below are examples of 9/80 work schedule start and end times.

<table>
<thead>
<tr>
<th>Start Time</th>
<th>End Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:00 AM</td>
<td>3:30 PM</td>
</tr>
<tr>
<td>7:00</td>
<td>4:30</td>
</tr>
<tr>
<td>8:00</td>
<td>5:30</td>
</tr>
<tr>
<td>9:00</td>
<td>6:30</td>
</tr>
</tbody>
</table>

2.1.5 Day-to-day flexibility in arrival and departure time is at the discretion of the department management and will be based on business necessity.

2.1.6 Supervisors whose departments operate 7 days a week, 24 hours a day may assign employees to specific work days and hours. All employees who work in such departments shall:

- work the hours assigned subject to operational needs of LACMTA; and
- work additional hours as LACMTA may reasonably request.

2.2 Flex Days

2.2.1 Employees, who are on 4/40 work schedule, shall have three consecutive days off per week. Employees, who are on a 9/80 work schedule, may flex one day per pay period. Employees may choose either a Monday or Friday as their flex day. Once the flex day is established, it can only be changed with management approval.

2.2.2 Flex days may not be accumulated or carried over to another pay period.

2.2.3 A flex day may be canceled at any time to meet a business necessity. Employees must report to work if needed.
HUMAN RESOURCES
Alternate Work Schedule

2.2.4 Non-exempt employees whose flex day is canceled shall be compensated for any overtime worked.

2.2.5 An employee's work assignments or projects that are due on their flex day shall be completed prior to that day.

2.2.6 Employees shall inform their Supervisors of specific projects or activities that need special attention during their absence.

2.3 Timekeeping

2.3.1 Non-exempt employees on 5/40, 4/40, or 9/80 work schedules must account for 40 hours each workweek. All actual hours worked on a daily basis must be recorded, including any absences, on the appropriate LACMTA timekeeping system. The appropriate Project/Task number for all hours worked must also be recorded. Exempt employees are also required to complete their time in E-Time, not to record their presence at work, but for the specific purpose of recording TOWP, holidays, and the appropriate Project/Task numbers for all hours worked.

2.3.2 TOWP, vacation, bereavement, military duty, jury duty, sick, and other leaves are not considered hours worked and should be recorded according to payroll codes.

Holiday falls on employee's flex day

2.3.3 If a holiday falls on an employee's flex day and the employee does not work this day, the day is treated as a flex day. The time sheet should remain blank for that day. Eight hours will automatically be credited to the employee's TOWP account and will be available for future use under the terms of the TOWP policy. The employee should not automatically take the following day as a flex day. The employee must request permission from his/her supervisor to take a day off following a holiday.
Holiday falls on employee's regularly scheduled work day

2.3.4 If the holiday (eight hours) falls on an employee's regularly scheduled 9-hour day (9/80 schedule) and the employee does not work this day, in order to properly record this holiday on the time sheet, the employee shall record eight hours as holiday (TOH) and one hour as vacation (TOV).

2.3.5 If the holiday (eight hours) falls on a regularly scheduled 10-hour day (4/40 schedule) and the employee does not work this day, in order to properly record this holiday on the time sheet, the employee shall record eight hours as holiday (TOH) and two hours as vacation (TOV).

2.4 Overtime

2.4.1 Exempt employees are not eligible for overtime pay. Employees who are not exempt from overtime will be compensated at 1 ½ times their hourly rate for actual hours worked beyond their normal daily shift or beyond 8 hours in a day.

2.4.2 Overtime shall be pre-approved by the employee's immediate supervisor. The approved request should be attached to the Time Sheet. It is agreed and understood that nothing herein is intended to limit or restrict LACMTA authority to require any employee to work extra hours to meet the needs of LACMTA, whether or not the employee is eligible for overtime pay.

2.5 Lunch and Rest Breaks

2.5.1 The Supervisor shall establish the employee's work schedule, rest breaks, and lunch period.

2.5.2 A workday includes two 15-minute paid rest breaks and a half-hour lunch break. Lunch breaks shall not be considered time worked and therefore lunch breaks are unpaid.

2.5.3 Employees may combine their two 15-minute paid rest breaks with the lunch break and thereby extend the lunch period to a full hour.
2.5.4 The following applies to rest breaks:

- Employees are expected to be conscientious regarding break time by postponing the break when the workload is heavy or when the continuity of a project demands it.

- Under no circumstances shall unused breaks be credited to overtime or used to leave early or arrive late.

- Unused breaks may not be accumulated or used at a future date.

- Changes to lunch/rest breaks should be pre-approved by the Supervisor.

3.0 DEFINITION OF TERMS

Alternate Workweek – a work schedule, which allows employees to complete their required number of, scheduled working hours in fewer days per week or pay period than a conventional work schedule. Work hours may be scheduled in whole or half hour (30 minutes) increments only.

Conventional (Five/Forty or 5/40) Work Schedule – a schedule that requires employees to work five consecutive days, eight hours daily and 40 hours weekly.

Exempt – in compliance with the Fair Labor Standards Act (FLSA) provisions, an Exempt employee is defined as an employee who, based on duties performed and manner of compensation, is exempt from the FLSA minimum wage and overtime provisions. An Exempt employee receives a salary and may be required to work additional hours to complete work assignments without additional compensation.

Flex Day – one day off per week or pay period available to employees on an alternate workweek schedule.

Four/Forty Schedule (4/40) – a schedule which allows employees to work a 40 hour workweek in four days, each ten hours long. The assigned workweek shall consist of four consecutive workdays within a 7-day period and 3 consecutive days off.
HUMAN RESOURCES
Alternate Work Schedule

Nine/Eighty Schedule (9/80) – a schedule which allows employees to work four consecutive nine-hours days in a workweek with the fifth consecutive day as an 8 hour day or a regular day off.

Non-Exempt – any employee who, based on duties performed and manner of compensation, is subject to the FLSA overtime provisions. A Non-Exempt employee is required to account for all time worked on an hourly basis and is to be compensated for overtime hours at 1½ times his/her hourly rate.

Pay Period – a pay cycle consisting of two consecutive workweeks totaling 80 hours.

Regular hours – hours actually worked. Vacation, sick, military, jury duty, bereavement, military duty, and other leaves are not considered hours worked.

Workweek – a fixed and regularly recurring period of 7 consecutive, 24 hour periods. The employee’s workweek shall always start and end on the same day of the week at the same time. The same workweek may be established for LACMTA as a whole or different workweeks, such as the alternate workweek, may be established for individual employees or groups of employees based on the department’s needs.

4.0 RESPONSIBILITIES

Department Heads manage the established Alternate Work Schedule policy and procedures.

Employees report accurate work/non-work hours.

Supervisors establish their respective employees' work hours and identify critical functions and tasks, associated coverage requirements, or schedules for completion.

Timesheet Administrators input employees' recorded and approved work hours.

5.0 FLOWCHART

Not Applicable

6.0 REFERENCES

1. Compensation (HR 10) Policy
7.0 ATTACHMENTS

Not Applicable

8.0 PROCEDURE HISTORY

01/01/95    New Policy
03/29/01    Revised to define and clarify timekeeping.
01/16/02    Revised
08/08/05    Revised to require that Exempt employees must complete timesheets, not to record their presence at work, but for the specific purpose of recording TOWP, holidays, and project/task numbers for all hours worked.
10/12/09    Revised to eliminate provision for exempt employees whose flex day is canceled to take a flex day on another day. Also, an employee's flex day may be canceled at any time to meet a business necessity.
12/23/09    Revised to provide management discretion in the design of employee work schedules.
POLICY STATEMENT

The Los Angeles County Metropolitan Transportation Authority (Metro) provides telecommuting as a management tool to be utilized when employees' personal circumstances prevent them from performing their work assignments at their regular Metro worksites.

PURPOSE

This policy establishes rules and standards for employees telecommuting.

APPLICATION

This policy applies to all regular full-time Non-Contract employees who have completed their initial probationary period and whose most recent Individual Performance Plan (IPP) overall rating was "Effective" or higher.

Effective Date: 3/23/06
Last Date of Review: 3/23/06
1.0 GENERAL

Telecommuting is an option which management may choose to make available to employees whose special circumstances prevent them from working at their regular Metro worksites. Telecommuting is not a universal employee benefit and employees do not have a “right” to telecommute. An employee’s manager evaluates the feasibility of all telecommuting arrangements.

Telecommuting allows employees, on a temporary basis, to work at a remote location, which may include the employee’s home, neighborhood center or an office close to home. Examples of situations where telecommuting might be utilized include, but are not limited to: 1) providing accommodation for an employee who has a temporary disability; 2) temporarily reducing an employee’s commuting distance, or 3) other personal circumstances which necessitate an employee’s performing his/her work from home or other remote location.

2.0 PROCEDURES

2.1 Steps for Initiating Telecommuting

The steps a manager/supervisor should take to initiate a telecommuting arrangement with his/her employee(s) are as follows:

2.1.1 Determine Employee Eligibility

When a manager/supervisor identifies the need for an employee to telecommute, he/she first must evaluate the feasibility of a telecommuting arrangement by ensuring the proposed telecommuter meets the eligibility criteria indicated below:

Telecommuter Eligibility Criteria

- Employee is a regular Non-Contract employee who has a special circumstance that is temporary in nature and could be accommodated through telecommuting
- Employee's job tasks are compatible with telecommuting (e.g., writing, editing, research, data entry, data management, planning, telephone calling, field visits which can be effectively completed from a remote worksite)
- Employee has completed his/her initial probationary period
- Employee's most recent Individual Performance Plan (IPP) overall rating was "Effective" or higher
- The employee has demonstrated an ability to work productively in an independent environment, and does not require close supervision
• Manager/supervisor is able to effectively manage and evaluate employee's work from a remote worksite

2.1.2 Obtain Management Approval

Once the manager/supervisor conducts the evaluation and determines the employee is eligible for telecommuting, he/she must complete a Telecommuting Proposal (Attachment 1) and submit it to his/her Department Head for approval. Additionally, the Executive Officer, as well as the Director of Human Resources and the Executive Officer of Administration must approve all Telecommuting Proposals.

Telecommuting Proposals which allow employees to work at a remote location in excess of 20 hours per week may not exceed six months in length without the approval of the Chief Executive Officer.

2.1.3 Complete Telecommuting Agreement with Employee

Once the Telecommuting Proposal is approved, the manager/supervisor and employee should review and sign the Telecommuting Agreement (Attachment 2). This agreement is a set of standards and guidelines that must be adhered to as a requirement of telecommuting.

Once the Agreement is signed by both parties, the employee may begin telecommuting.

2.1.4 Monitor Telecommute Arrangement

Once telecommuting commences, the employee will maintain a daily Telecommuting Log (Attachment 3) of all work performed and hours spent performing such work, which the employee will submit along with his/her timesheet at the end of each pay period.

The manager/supervisor shall monitor the telecommuting arrangement on an on-going basis to ensure employee productivity is maintained, telecommuting problems/issues are appropriately resolved, and telecommuting standards and guidelines are adhered to. The manager/supervisor should consult with the Director of Human Resources as needed regarding telecommuting issues and/or concerns.

3.0 RESPONSIBILITIES

Director of Human Resources shall approve all Telecommuting Proposals, provide consultation to Metro departments regarding application of the Telecommuting Policy, and ensure departments comply with requirements of policy.

Executive Officer or Designee shall approve of all Telecommuting Proposals initiated by the departments in their organizational unit.
Executive Officer of Administration shall provide final approval of all Telecommuting Proposals.

Telecommuter shall comply with all aspects of the Telecommuting Policy and Telecommuting Agreement.

Telemanager shall be responsible for completing the Telecommuting Proposal and Telecommuting Agreement with his/her employee(s), and for managing/monitoring the work and performance of employees who telecommute.

4.0 DEFINITIONS

Remote Workplace - a workplace other than the employee’s customary work location, which may include the employee’s home, neighborhood center, or an office close to home.

Telecommuting - working at a location other than employee’s customary work location, which may include the employee’s home, neighborhood center or an office close to home.

Telecommuter - an employee who signs a Telecommuting Agreement.

Telemanager - a manager or supervisor who manages one or more telecommuting employees.

5.0 FLOWCHART

Not Applicable

6.0 REFERENCES

Not Applicable

7.0 ATTACHMENTS

1. Telecommuting Proposal
2. Telecommuting Agreement
3. Telecommuting Log

8.0 PROCEDURE HISTORY

3/10/94 Former LACTC and former SCRTD interim procedures Board-adopted
1/23/06 New Metro policy
Telecommuting Proposal

Telecommuter’s Name

Job Title

Hire Date

Telemanager’s Name

Job Title

Department/Cost Center

1. Indicate the reason(s) you are seeking a telecommuting arrangement for the employee named above.

2. Does employee meet all telecommuting eligibility criteria? Yes______ No______
   If No, please explain.

3. List the proposed tasks to be performed by this employee at the remote worksite.

4. List the duration, days and hours this employee will telecommute.

   Length of Telecommuting Assignment:
   Begin date: ___________   End Date: ___________
   Days of Week: ______________
   Hours per day: ___________

5. From where will employee be telecommuting? Home _______
   Other remote work station_______

   Address of Telecommuting Location
   ______________________________________________________
   ______________________________________________________
6. List Metro equipment that will be provided to the employee.

7. Will Metro incur additional costs as a result of this telecommuting arrangement? If so, list costs.

8. If telecommuting is not approved for this employee, is there another alternative available? If so, explain.

9. Additional Comments:

<table>
<thead>
<tr>
<th>Department Telemanger/Supervisor</th>
<th>Print Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Head</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive Officer</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Deputy Executive Officer, Human Resources:  
Stefan Chasnov  
Date

Executive Officer of Administration:  
Don Ott  
Date
Telecommuting Agreement

THIS AGREEMENT, is between ________________________, an employee of the Los Angeles County Metropolitan Transportation Authority ("Metro"), and Metro. The agreement is effective from ______________ to _______________. The Employee’s direct supervisor(s)___________________________.

("Telemanager") shall be Metro’s agent with respect to the responsibilities set forth in this Agreement. The parties intend to be bound as follows:

1. **Scope of this Agreement.** Employee agrees to perform regularly assigned duties as a “Telecommuter”. Metro and employee agree that telecommuting is entirely voluntary on the part of both parties and does not constitute an employee right or benefit. Other than those duties and obligations expressly imposed on employee under this Agreement, the duties, obligations, responsibilities, and conditions of employee’s employment with Metro remain unchanged. Employees’ participation in salary, pension, benefit and Metro-sponsored insurance plans remains unchanged.

2. **Definitions.** The terms “remote work location” or “remote workplace” means employee’s residence or a remote office location approved by the Telemanager, which is other than the employee’s usual and customary Metro work location.

3. **Termination.** This Agreement will remain in full force and effect until the end date listed above or until terminated by either party, whichever occurs first.

4. **Work Hours and Procedures.** Employee agrees to telecommute from the hours of _____ a.m. to _____ p.m. during any day assigned to telecommute. Temporary deviations from this work schedule must be approved by the employee’s Telemanager. During telecommuting hours, employee must be available by phone or e-mail. At least three times per telecommuting day, employee must call his/her customary office location to retrieve and promptly reply to voice mail or other messages left with the employee’s department’s support staff. Employee must access his/her customary office e-mail at least three times per telecommuting day and provide prompt replies.

Requests to work overtime, use TOWP or other leave must first be approved by the employee’s supervisor in the same manner as when working in employee’s customary work location.

5. **At-Home Telecommuting.** If assigned to work at home, the employee and Metro agree to take the following steps to assure an appropriately safe, quiet work-oriented environment:

   **Child or Family Care.** Employee agrees to make arrangements for the care of household residents who could interrupt telecommuting work hours.

   **Household Rules for Telecommuting.** Employee agrees to set household rules designed to minimize household interruptions during the telecommuting work hours.

   **Confidentiality of Metro Work Product.** Employee must follow all Metro information security policies applicable to the telecommuting arrangement. Metro may inspect employee’s computer to assure compliance with information security policies.

   **Illness or Other Leave While Telecommuting.** Employee agrees that sick leave or other form of leave must be approved by the Telemanager. Employee must report hours of work and hours of leave in the same manner as if employee were working at his/her customary work location.

   **Employee Code of Conduct.** Employee must comply with all Metro rules and procedures, including Employee Code of Conduct, as if employee were working at his/her customary location.
FOR TELEMANAGER: Complete this section only if employee is assigned to telecommute from home.

____________________________
(Street Address of Telecommuter’s Home)

____________________________
(City, State and Zip Code)

Telecommuter’s Home Telephone Number ________________________

6. Telework Center Telecommuting. If assigned to work at a telework center or a facilities-sharing telework center, employee agrees to the following:

Confidentiality of Metro Work Product. Employee must follow all Metro information security policies applicable to the telecommuting arrangement. Metro may inspect employee’s computer to assure compliance with information security policies.

Illness or Other Leave While Telecommuting. Employee agrees that any sick leave or other form of leave shall be approved by the Telemanager. Employee must report hours of work and hours of leave in the same manner as if employee were working at his/her customary work location.

FOR TELEMANAGER: Complete this section only if employee is assigned to a location other than his/her home.

____________________________
(Name of Telework, Facilities-Sharing Center, or other location)

____________________________
(Street Address)

____________________________
(City, State and Zip Code)

Telephone Number ________________________

7. Telecommuting Equipment. The provision of equipment for telecommuting is not an entitlement of employees who telecommute. Employees typically provide their own computers, laptop computers, printer, and applications software. Any equipment issued by Metro to employee for the purpose of telecommuting remains the property of Metro and shall be used exclusively for official Metro business purposes at the remote work location list above or customary work location. Employee agrees that Metro equipment may be recalled at any time. Employee agrees to return Metro equipment for repairs or service. Upon termination of telecommuting or employment with Metro, employee agrees to return all Metro-provided equipment, software, office supplies and other Metro items to the customary work location.
Employee agrees that equipment will be provided by employee or Metro as indicated below. Employee further agrees to maintain all equipment in good working order.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Description</th>
<th>Provided by Metro Yes/No</th>
<th>Provided by Telecommuter Yes/No</th>
<th>Metro Inventory No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modem</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facsimile Machine</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd Telephone Line</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In the event of equipment malfunction, the employee must notify his/her supervisor immediately. If feasible, Metro will authorize alternate arrangements for employee to continue to telecommuting.

8. Workplace Safety. Employee agrees to keep the home or other remote telecommuting workspace free of safety hazards in accordance with Metro's Safety in the Workplace standards to ensure workplace safety. Metro may inspect the employee's workplace at a mutually agreeable time.

Employee agrees to report work-related injuries to the Telemanager at the earliest opportunity, and to hold Metro harmless for injury to others at telecommuting location. Since the telecommuting work location is considered an extension of the Metro workplace, Metro’s workers’ compensation continues to cover telecommuting employees for job-related accidents during telecommuting hours.

9. Expenses. Metro will pay for the following telecommuting expenses:

- Charges for business-related telephone calls
- Maintenance and repair to Metro equipment

Metro will not pay for the following expenses:

- Maintenance or repairs of employee-owned equipment
- Utility costs associated with the use of the computer
- Equipment supplies (These should obtained from the workplace.)

10. Job Performance and Evaluation. Employee and his/her supervisor will enter into, and periodically update, a performance contract which specifies work product or results expected from the telecommuting employee with deadlines for completion. Periodic evaluation of the employee will be based upon the employee’s progress in meeting performance contract goals. Employee is responsible for preparing and submitting the attached Telecommuting Daily Work Plan to his/her supervisor at least one workday prior to telecommuting.

11. Computer Viruses. Metro is not liable for any computer virus or other similar problem transmitted to employee's computer as a result of the telecommuting arrangement. Employee agrees to comply with Metro procedures to limit the risk of transmitting a computer virus or similar problem to Metro computers or networks.

12. Income Tax Implications. Home office tax deductions are the sole responsibility of the employee. Metro makes no representation about employee's eligibility for tax deductions and strongly urges employee to seek the advice of a professional tax consultant.
13. **Participation in Program Evaluation.** Employee and his/her Telemanager agree to fully participate in all surveys, focus groups, training programs, and evaluations of the Metro Telecommuting Program.

14. **Cancellation of a Telecommuting Day.** Employee’s supervisor may reassign work, reschedule or cancel a telecommuting day if necessary. Cancelled telecommuting days do not accrue and may not be “made-up”.

15. **Termination of Telecommuting.** This Agreement may be terminated at any time by written notice by either the employee or the employee’s supervisor. Employee costs related to the telecommuting arrangement (purchase of a computer, software, furniture, etc.) create no right to continue telecommuting.

16. **Entire Agreement.** This document represents the entire agreement between the employee and Metro regarding employee’s telecommuting arrangement. The employee (Telecommuter) and his/ her supervisor (Telemanager), by signing this Telecommuting Agreement, acknowledge receiving, reading and understanding the Agreement and the Metro Telecommuting Policy and agree to comply with the terms of this Agreement and any subsequent written amendments.

17. **Agreement Modifications.** Metro may modify this Agreement at its discretion or at the request of the telecommuting employee’s supervisor.

______
Telecommuter’s Name (Print)

______
Telecommuter’s Signature

______
Date

______
Telemanager’s Name (Print)

______
Telemanager’s Signature

______
Date
Telecommuting Daily Work Plan

(Insert Period of Time)

Telecommuter Name ___________________________ Date __________________

Telemanager Name ___________________________ Date __________________

Instructions to the Telecommuter: Submit work plan to your Telemanager for every day or sequential days you propose to telecommute. If you are an authorized full-time telecommuter, please submit a work plan for each week. The work tasks must be broken down into discrete tasks or projects so that your Telemanager can assess your work plan, suggest any modifications to meet the work load of your unit, measure your success in meeting the work plan, or cancel your proposed telecommuting day to meet the needs of your work unit. Work plans should be submitted at least one workday prior to period covered by workplan.

After your work plan has been approved, maintain a daily Telecommuting Log of all the work activities/tasks you perform while telecommuting, indicating the number of hours you spend working on each activity/task. This should be submitted to your supervisor at the end of each pay period with your timesheet.

Instruction to the Telemanager: This work plan is designed for monitoring and supervising your telecommuter. If a telecommuter's work tasks remain the same, you may not need to require this work plan on a repeated basis. You may modify the work plan or reschedule/cancel the telecommuting day as necessary.

The Telecommuting Log provides documentation of your employee's actual work performed while telecommuting. You should use it to monitor adherence to employee's Telecommuting Work Plan.

I propose the following work tasks for my telecommuting day(s) listed above. The tasks are in priority order, with an estimated percentage of time to be spent on each task. (If necessary, you may continue list of tasks on a blank sheet of paper.)

<table>
<thead>
<tr>
<th>Task</th>
<th>Percentage (%) of Time</th>
</tr>
</thead>
</table>

I concur. ____________________________

Telemanager's Signature
Attachment 3

Telecommuting Log

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
<th>Hours worked</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Home Hours Worked

By my signature below, I verify that I worked on the activities for the amount of time as set forth above.

Employee Signature: Date:

Supervisor Signature: Date:
Flextime

Many people use flextime to generally describe all different types of alternative work options. Simply, flextime allows for flexible and convenient starting and quitting times, within limits set by management. People who work flextime put in regular scheduled work hours each day or week. For example, partner start and end times are 7:30a.m. and 4:00p.m. instead of the more traditional 8:30a.m. and 5:00p.m.

Flextime is the most widely used alternative work option at most organizations including Northern Trust. You can use flextime in a variety of ways. Here are two of the more common arrangements in existence at Northern Trust and at other employers.

1. **Fixed starting and quitting times that can be changed periodically.** The partner chooses daily start and quit times which are reviewed and approved with the manager. If the partner needs to change either time, the change must be reviewed and agreed to with the manager in advance.

2. **Variations in the length of the day with required “core” time.** Managers (and partners) establish core hours, typically 9:00a.m.-3:00p.m. during which time all partners must be in attendance. There are outer bands of flexible arrival and departure times, e.g., 8:00a.m. arrival and 4:30p.m. departure or 9:00a.m. arrival and 5:30p.m. departure. Not everyone has the same arrival and departure times; however, once a partner has established arrival and departure times, any request for a change requires manager’s approval.

**Extended Service Hours.** Flextime can be particularly effective when there are large customer bases on the west and east coasts or abroad. Work schedules can be arranged to accommodate the time difference with improved client service as the result. Using flextime for these situations may reduce the need for overtime since the staggered start and stop times can cover periods previously covered by overtime.

**Reduced Absences.** The ability to work hours other than traditional business hours should improve an employee’s ability to balance work and personal needs, including taking care of personal situations during non-work times. As a result, the partner is able to focus on the job and become more effective and productive.

**Environmental Issues.** Flextime can help reduce the number of cars on the roads at certain times of the day. Employers who are located in heavily congested traffic may be required to vary partner arrival and departure times to meet local Clean Air act regulations as well as Ozone Action Days issued by a local regulatory agency.
You Need to Be Aware Of …

*Impact.* Before a flextime schedule is approved, the effect on client service, interdependent relationships with other functions or work areas, coverage, and communication need thorough evaluation to ensure that there are no adverse impacts. The results of this evaluation may require the partner and manager to negotiate a different work schedule.

*Overtime.* Non-exempt partners should not incur unauthorized overtime because of a flexible work schedule. All overtime must be approved by the partner’s manager.

Non-exempt partners at Northern Trust California locations are not permitted to work a schedule that includes a workday with scheduled hours exceeding eight hours without their manager’s prior approval (to not only work but to pay overtime) because of the existing state law.

*Working Through Lunch.* Partners are not allowed to work through their lunch break as a means of making up time or as part of the alternative work option. The reasons for this are:

1. States have varying meal break requirements. Unless your state or location has minimum meal break requirements that are more generous, it is corporate policy that all partners scheduled to work a full day are required to take at least a 30-minute unpaid, mid-day meal break.
2. We all need some time away from the job during the day to eat, relax and regroup so that we can return to the job focused and productive. People who continually forego lunch or eat lunch at their desks in order to maintain their productivity generally end up being less productive than if they took a lunch break.
Job Sharing

Two people split one, full-time job. The most common job splits are:

1. Partner A works three, eight-hour days (Monday, Wednesday, Friday) and Partner B works two, eight-hour days (Tuesday and Thursday).

   Or,

2. Partner A and Partner B each work two different eight-hour days (total is 32 hours) and both work the same third day with the same 4-hour overlap (total is eight hours) for a total workweek of 40 hours. This overlap allows for communication and continuity of work.

Example: Partner A is scheduled to work eight hours on Monday and Tuesday; Partner B is scheduled to work eight hours on Thursday and Friday for a total of 32 hours. Both are scheduled to work Wednesday from 8:30a.m. – 12:30p.m. for a total of eight hours (four hours each). Total weekly scheduled hours for the FTE are 40.

Administrative and various other types of professional jobs can work well in a job sharing arrangement. Some success has been reported in some marketing-related and other types of client service positions at Northern Trust and elsewhere.

Many of the advantages and issues surrounding job sharing are similar to those surrounding part-time jobs.

Advantages

Retention: Job sharing allows some people to work part-time in jobs that cannot be reduced in hours or split into two single incumbent jobs. Like part-time, it can be a win-win situation for all involved. The work area gets the output of two skilled and experienced people. The job sharers are able to continue their contribution to the organization and meet personal needs through this new job arrangement.

Improved Coverage and Continuity: Since they are sharing the job, the job sharers may be able to cover for each other during the absences of the other. Clients and the partner’s manager then know the work will continue even though one of the sharers is not there.

Increasing Scope and Experience: Even though the job sharers should have similar skills and experience levels, their individual job histories and experiences may be difficult. These differences may turn into positive business results.
You Need to Be Aware Of…

Impact: Before the job-sharing arrangement is approved, the effect on client service, interdependent relationships with other functions or work areas, coverage, and communication need thorough evaluation to ensure there are no adverse impacts. The results of this evaluation may mean that the job sharing partners and their manager need to negotiate a different work schedule.

Career Impact: Generally a part-time schedule should not derail someone’s career development. However, it may slow down that development because the person may not be in the work area for the same opportunities, e.g., training classes, special projects, client presentations, as full-time partners. A part-time schedule by itself should not influence the amount of a merit increase or other discretionary salary adjustments.

Performance Expectations: Performance expectations will need to be reviewed for appropriateness and revised to fit the job sharing arrangement. It is unrealistic to expect the same amount of work to be done in a reduced workweek and at a reduced salary.

Attendance Recordkeeping: Job sharing situations have special recordkeeping requirements. Please refer to Attendance Recordkeeping Tips.

Continuity: Continuity and communication are key to a successful job sharing situation. Therefore, the overlap of hours is strongly encouraged. Each person should work the same overlap hours (doubling up during the same 4-hour period). You are encouraged to review the information in the first section of Job Sharing.

Limited Availability: Not every job lends itself to job sharing and, more importantly, not everyone will succeed in a job sharing situation. A manager may also not feel comfortable managing more than one or two job sharing situations at any given time. Therefore, if partners are thinking about a job sharing option, they need to discuss their intentions with the manager early on.

Compatibility: More than any other type of alternative work option, job sharing depends on the skills and abilities of the two job sharers. Job sharing requires two people who can communicate and work together very well. The sharers must function as a team and individuals; sometimes individual goals need to be deferred for the good of the team.

Ideally, the job sharers should be in the same career band, preferably in the same job or job family.
Flexibility: The job sharers, as anyone on an alternative work schedule, must understand that there may be times when they will need to work more than their scheduled hours, or when they will to substitute or change their regular scheduled work hours.

Overtime:

- **Non-exempt part-time partners.** Non-exempt part-time partners will be paid for any hours worked in excess of weekly scheduled hours up to 40 hours at the straight time hourly rate. Overtime at time and one-half (1.5) rate must be paid for hours worked in excess of hours in a workweek.
- **Part-time exempt partners (including exempt Officers).** Part-time exempt partners are not paid for hours worked in excess of weekly scheduled hours. As with full-time, exempt partners they are paid an annual salary divided over 24 pay periods. There will, however, be times when they will need to work more than their scheduled hours.
- If someone works more than weekly scheduled part-time hours on a regular basis, the work schedule needs to be re-evaluated and changed.

Benefit Eligibility: Regular partners retain full benefit eligibility. If the job schedules of the sharers are for one to work 24 hours a week and the other 16 hours a week, the 16-hour partner may lose all or some benefit eligibility.

Holidays: Regular partners who are not scheduled to work the day which is the holiday do not get paid for the holiday and do not get another day off in place of the holiday. So, if a partner is not scheduled to work on Monday, that partner will not receive another paid day off in place of the Monday holiday. Managers and partners need to address this issue when they are discussing the new schedule so there is no confusion and disappointment later on.

Part-time partners (less than 20 hours/week) do not receive paid time-off including holidays; they will be paid only if they actually work the holiday.

Vacation: Regular partners scheduled to work less than 40 hours per week and part-time partners receive vacation which is prorated based on regular week scheduled hours.

Performance Evaluation: Performance evaluations are to be based on individual performance and a person’s ability to function as a team member.

Working Through Lunch. Partners are not allowed to work through their lunch break as a means of making up time or as part of the alternative work option. The reasons for this are:
1. States have varying meal break requirements. Unless your state or location has minimum meal break requirements that are more generous, it is corporate policy that all partners scheduled to work a full day are required to take at least a 30-minute unpaid, mid-day meal break.

2. We all need some time away from the job during the day to eat, relax and regroup so that we can return to the job focused and productive. People who continually forego lunch or eat lunch at their desks in order to maintain their productivity generally end up being less productive than if they took a lunch break.
Compressed Schedules

A week is accomplished in less than the traditional five, eight-hour workday. One type of schedule is the 4, 10-hour day (4/10). The other consists of 1 week of 4, 9-hour days and 1, 8-hour day and a week of 4, 9-hour days (typically called the 9+1 or 9/80). The hours worked over the two-week period average to 80 hours. The 9+1 or 9/80 is not available to non-exempt partners as 4 hours of overtime would need to be paid for the week which includes the 4, 9-hours days. Since exempt partners are paid on a salary basis, not for hours worked, they may need to alter their work schedules based on business needs.

Because of the extended work day, the compressed schedule is usually appropriate to jobs which are not heavily dependent on relationships outside of the work area or to areas which run 24/7.

Advantages

Staffing: Compressed schedules may help a manager better allocate partner resources to cover business needs, especially on certain days and/or times during the day. Therefore, reduced overtime expenses may be an outcome.

Absenteeism: Partners should be able to reduce absences due to personal reasons such as medical appointments as they may be able to schedule such appointments on their non-work day.

Personal Time: Some people like the extra time with family and friends.

You Need To Be Aware Of…

Impact: Before a compressed schedule is approved the effect on client service, interdependent relationships with other functions work areas, coverage, and communication need thorough evaluation to ensure there are no adverse impacts. As a result, everyone may not be able to have his/her preferred schedule. For example, not everyone will be able to have Mondays or Fridays off.

A frequently overlooked point in considering compressed schedules is the 9- or 10-hour day means those are the hours actually worked. Lunch needs to be added to the schedule to arrive at the total amount of time that the employee will be at work each day.

Fatigue: Since compressed schedules make for a longer workday some people may be really tired by the time they get home from work. That is one reason why some may not like this alternative work option. Using the 9/80 (9+1) schedule may help reduce the fatigue factor.
**Productivity:** If someone thinks he/she may be more productive working a compressed schedule keep in mind that the impact of compressed schedules on productivity is mixed. Some studies report an increase. Other report a drop, especially toward the end of the 10-hour day. It may be difficult for a person to sustain productivity throughout the longer workday.

**Vacation:** Vacation entitlements are issued and usage is tracked in hours to accommodate partner’s varying work schedules. Therefore, partners need to record vacation time based on the hours they are scheduled to work the day of the absence. As a result, partners working a Compressed Schedule may feel they are not getting as many vacation “days” as someone who works 5, 8-hour days. However, partners on a Compressed Schedule work less days on an annual basis than a 5, 8-hour day person.

Example: A 4, 10-hour day Officer receives 16, 10-hour vacation days (160 hours of vacation) and works 208 days. However, a 5, 8-hour day Officer receives 20 vacation days (160 hours of vacation) and works 260 days. The amount of vacation hours is the same for both schedules – 160 hours.

**Attendance Recordkeeping:** Compressed schedules have special recordkeeping requirements. Please refer to Attendance Recordkeeping Tips.

**Coworker Resentment:** Some partners may become resentful because they are already working 9- or 10-hour days, 5 days a week. Manager should closely monitor, evaluate and follow up if this situation develops remembering that hours worked do not necessarily equal output. Partners who are working a compressed schedule need to be sensitive to co-worker perceptions and are expected to work longer hours if business needs require them to do so.

**Transportation:** In large urban areas where partners rely heavily on public transportation, i.e., Chicago and New York City, schedules and dependent care arrangements may not match the longer day. On the other hand, some people may prefer to commute in non-rush hour times.

**Flexibility:** There will be times when a partner will need to change his/her scheduled off day due to business or personal needs or will need to work longer than regularly scheduled hours. However, a compressed schedule may not work well if partners are continuously called in to work on their off days. If this practice becomes a regular pattern, the work schedule needs to be re-evaluated and, perhaps, changed.

**Holidays:** Regular partners who are not scheduled to work the day which is the holiday do not get paid for the holiday and do not get another day off in place of the holiday. So, if a partner is not scheduled to work on Monday, that employee will not receive another paid day off in place of the Monday holiday. Managers
and partners need to address this issue when they are discussing the new schedule so there is no confusion and disappointment later on.

Overtime

Non-exempt: Overtime must be paid to all non-exempt partners after 40 hours of work. Certain types of compressed schedules are not appropriate for non-exempt partners because the intent is to average hours over more than a one-week period. For example, the 9/80 (9+1) requires the partner to work more than 40 hours the first week and less than 40 the second week. The hours average to 80 hours over a two-week period with no overtime paid for the first week. Under Wage and Hour law, this type of schedule is not permissible for non-exempt partners.

Non-exempt partners at Northern Trust California locations are not permitted to work a schedule that includes a work day with scheduled hours exceeding eight hours without their manager’s prior approval (to not only work but to pay overtime) because of the existing state law.

Exempt Employees: These partners do not receive overtime pay for hours worked in excess of 40 hours under any circumstances.

Compensatory Time: Managers may give compensatory time to exempt employees; however, it cannot be given on an hour-for-hour basis. Compensatory time should not, under any circumstances be input into the timekeeping system. Non-exempt partners should not be given compensatory time in place of overtime at time and one-half under any circumstances.

Working Through Lunch: Partners are not allowed to work through their lunch break as a means of making up time or as part of the alternative work option. The reasons for this are

1. States have varying meal break requirements. Unless your state or location has minimum meal break requirements that are more generous, it is corporate policy that all partners scheduled to work a full day are required to take at least a 30-minute unpaid, mid-day meal break.
2. We all need some time away from the job during the day to eat, relax and regroup so that we can return to the job focused and productive. People who continually forego lunch or eat lunch at their desks in order to maintain their productivity generally end up being less than if they took lunch.
I. Policy

Toyota Motor Sales, U.S.A. Inc. (or the “Company) offers flexible work schedules to promote work/life balance and improve the way we work. Flexible schedules allow associates to better meet the business needs of the organization while balancing work responsibilities and personal matters. TMS’ flexible work arrangements also help to diminish the commuting cost for associates and promotes conservation of natural resources.

II. Eligibility

This policy applies to associates in Bands D, 4 and above.

III. Examples of Flexible Work Arrangements

A flexible work schedule is an alternative to the traditional 8 a.m. to 5 p.m., Monday through Friday work schedule and the following are examples of flexible schedule options:

- Telecommuting: Working from home or an alternate location, 1 day per week, every two weeks or once a month
- Variable weekly schedule: A day away from office once or twice a month while meeting the requirements in section B
- Variable daily schedule: Arrival and departure times may vary; hours may be split

- Flexible schedules can be scheduled on an intermittent or recurrent basis.
- The number of associates not present due to a flexible work schedule should not exceed 25% of the workgroup/department on a daily basis.
- This program is not a 9/80, or compressed workweek program and should not be treated as such.
- Not all of the above options will be available to all associates and/or departments.
- The program will vary from department to department based on varying operation needs and business cycles of each department.

IV. Provisions

Flexible work arrangements are only appropriate when such a schedule is beneficial to the Company and the associate. Approval of flexible work arrangement requests will be made by the requestor’s manager on a case-by-case basis with business needs being the primary consideration. In evaluating an associate’s request for a flexible work schedule, the requestor’s manager should consider the impact on other members of the work group. Cooperation and collaboration are expected among the work team when conflicting requests arise.
Some departments may be unable to offer a flexible work arrangement for some positions and/or during certain times of the year or may be unable to offer a specific flexible work arrangement requested by an associate. If a flexible work arrangement is granted, it is understood that, depending on business necessity, it may also be withdrawn or temporarily suspended by management at any time. Flexible work arrangements are a mutually beneficial business strategy, not classified as a perk or a benefit.

A. Coverage
Flexible work schedules may only be considered if the work group or department will have sufficient supervision and/or coverage during the requesting associate’s absence from the workplace. Generally this means that the number of associates not present due to a flexible work schedule should not exceed 25% of the work group/department on a daily basis. Whether sufficient supervision and/or coverage exists is in the sole discretion of the manager to whom the requesting associate reports. A higher level of management review is recommended to recurring arrangements to support a successful program.

B. Requirements
Managers are not paid by the hour, but rather are expected to work the hours necessary to meet the goals and expectations of their position. For that reason, manager work schedules are intended to be flexible and to give managers the freedom to manage their time. This means that managers have the flexibility to be away from the office during business hours without recording time off, provided that the following requirements are met:

- The alternate schedule has been discussed with the associate’s manager and has been approved;
- An effective communication process is in place to keep associates informed and coordinated with one another to get the job done;
- Email and voice mail are checked regularly and responded to when appropriate;
- Demands and expectations of customers are being met and there is no lapse in coverage;
- Direct reports are provided with the appropriate support, direction and development;
- Appropriate support is provided for co-workers;
- Responsibilities and expectations of the associate’s position are clearly identified and met;
- Periodic check-ins between associate and manager occur to review alternate schedule and ensure expectations are being met; and
- The associate’s work responsibilities are timely and accurately performed.

C. The granting of a flexible work schedule should not result in a change to the department’s regular hours of operation nor limit the responsibility of department managers to establish, monitor and adjust work schedules. It is expected that departments continue to provide a high level of service to all stakeholders and meet all operational needs. Associates, in turn, should continue to meet the responsibilities and performance expectations of their positions.

D. Managers should support the use of the flexible work arrangement program when possible and associates should support their manager and work teams by addressing any gaps their absence may create.
E. Associates who request flexible schedules as a reasonable accommodation or to address a serious health condition of the associate or associate’s family member must instead follow the TMS’ Reasonable Accommodations Policy and/or Family and Medical Leaves of Absence Policy.

V. Policy Amendments

TMS reserves the right to modify or terminate this policy at any time at TMS’ sole discretion.

VI. At Will Employment Status

Nothing in this policy alters the at-will employment status of any associate, nor should any provisions of this policy be interpreted or deemed to alter the at-will employment status of any associate, which may be changed only by a writing that explicitly alters the individual associate’s at-will status and is signed by the President, Executive Vice President, or Senior Vice President of TMS.