



LETTERS, AGREEMENTS & POLICIES:

The Coronavirus Workplace Templates You Need

COVID-19, a novel virus colloquially known as Coronavirus, has completely changed the workplace—and workforce—around the world.

A struggling economy, a new virtual world of work, an inability to travel—businesses have seen a massive change across every single facet of their workforce. But almost no one has been hit as hard as HR.

And all these external changes bring about internal changes as well, from furloughs to work from home agreements and drastic compliance changes. With each of these updates, comes an opportunity to communicate with employees.

To help you out, we've pulled together a group of templates for every employee communication you might need during this difficult time.

CONTENTS

3 About Comply Advice & Action

4 Letter Templates

COVID-19 Furlough Letter Template

Essential Business Letter Template

7 Agreement Templates

Sample Telecommuting Agreement

Sample Work From Home Agreement

Sample Acknowledgment of Receipt for Company-Issued Property

13 Policy Templates

Sample Work From Home Policy

Sample Emergency Family and Medical Leave Policy (FFCRA FMLA Expansion)

Sample Emergency Paid Sick Leave Policy

ABOUT COMPLY ADVICE & ACTION

The easiest way to stay up-to-date on federal and state requirements is to invest in a **robust compliance solution** that gives you access to the resources and services you need to stay compliant.

Namely's **Comply Advice and Action** has a comprehensive content library and powerful resources like checklists, state comparison guides, new law alerts, and more. Plus, you'll receive access to our expert team of HR advisors who are standing by to answer any of your compliance questions by phone or email. Comply Advice and Action also features a powerful learning management system (LMS) so you can assign and monitor crucial employee compliance trainings on topics like sexual harassment, cybersecurity, business ethics, customer service, and more.

Interested in learning more about Namely's Comply Advice and Action?
[Click here](#) to sign up for a personalized product demo.

LETTER TEMPLATES

COVID-19 Furlough Letter Template

Essential Business Letter Template



COVID-19 FURLOUGH LETTER

[Date]

[Employee name and address]

Re: Notice of Furlough

Dear [employee name],

We regret to inform you that because of the current level of work available as a result of COVID-19, we have opted to place you on furlough (temporary layoff) during the next [number] weeks. You are not authorized to work during the furlough without advance written authorization from [manager, supervisor, or other].

The furlough will begin on [date]. We are hopeful that we will be able to restore you to your prior position with our company on or around [date]. However, it is important to note that we reserve the right to change this date based on our business needs.

During this period:

1. You will retain your seniority with the company.
2. [Remove language if not applicable] The Company will pay for both your portion and the company's regular contribution of your health insurance. Upon your return, you may be required to reimburse the company for the catch-up contributions.
3. You may be eligible for unemployment benefits during this time. We recommend contacting the [state] unemployment department for further information and to apply.
4. [Remove language if not applicable] If you have available vacation time/PTO that you would like to use during this time, you are welcome to use such time, but are not required to do so. If you would like to use some or all of your available vacation during this time, contact [insert name].
5. It is important to us that your transition into furlough and back to work goes as smoothly as possible. Therefore, if you have any questions or concerns regarding these transitions, contact [insert name].

We very much appreciate all of your contributions to the organization this year. We wish you all the best during this unprecedented time and are looking forward to your return to work following this furlough period.

Best regards,
Supervisor/Office Manager/HR Representative

ESSENTIAL BUSINESS LETTER

Disclaimer: Businesses should consult the relevant guidelines to determine whether they are an essential business.

[Date]

[Employee name and address]

To whom it may concern:

The employee identified above is employed by **[name of business]**, which **[describe services your business provides]** and is continuing operations at **[address of business]** during the shelter-in-place order as an essential business under relevant law.

[Company name] is committed to complying with the relevant requirements and appreciates your assistance in enabling our employee to continue to provide essential functions to the community. This employee generally works a schedule of **[X to X]** and this letter does not apply to time outside of normal working hours. If you have any questions, please contact me at the number below.

Sincerely,

[Name of executive]

[Phone number]

AGREEMENT TEMPLATES

Sample Telecommuting Agreement

Sample Work From Home Agreement

*Sample Acknowledgment of Receipt for
Company-Issued Property*

SAMPLE TELECOMMUTING AGREEMENT

Employees allowed to telecommute from home or off-site, for some or all of their employment, remain subject to the terms and conditions of employment set forth in the employee handbook and elsewhere. In addition to their existing obligations and responsibilities, telecommuters agree to the following:

1. Maintain a regular work schedule and an accurate accounting of what you work on.
2. If you are nonexempt, do not work overtime without discussing with and getting authorization from your manager or supervisor.
3. Comply with all safety regulations that apply to an office. That means having a safe work environment free of clutter, exposed wiring, slippery surfaces, and other potential hazards. You should have a smoke detector, fire extinguisher, unobstructed exits, proper ventilation, and other basic safety precautions. The Company may inspect the employee's workplace before telecommuting begins to ensure the designated off-site workplace is safe, ergonomically suitable, and free from hazards.
4. Understand that the policies and procedures relating to legal compliance, safety, and ethics obligations remain in full force and effect while off-site.
5. Be responsible for any Company equipment used off-site. You may be responsible for the cost of repair or replacement of any equipment if not used or handled according to Company policy. The Company is not responsible for personal equipment used without express written authorization from the Company.
6. Maintain your work files in a safe and secure environment. Any confidential materials, trade secrets, or proprietary information should be securely maintained and appropriately discarded.
7. Understand that any injuries that have occurred at home or off-site are covered by the Company's workers' compensation insurance coverage. The reporting requirements for a telecommuter regarding a workplace injury are the same as if the employee worked on Company premises.
8. Maintain a work environment that is free from distractions. This includes having proper day care assistance.

SAMPLE TELECOMMUTING AGREEMENT

9. Understand that telecommuting can cause income tax consequences. It is your obligation to understand how your taxes will be affected.
10. Understand that there may be zoning laws in your area regarding home-based offices. You agree to comply with any local licensing requirements.
11. Understand that you are expected not to conduct child care, elder care, or similar duties during work hours.
12. You are expected to have appropriate homeowner's or renter's liability insurance for your home office, to furnish proof of such insurance on request, and to notify the Company of any change in said insurance.
13. You are a representative of this Company whether at a Company location or off-site and are expected to represent the Company appropriately.
14. The term of this agreement is from _____ to _____. Understand this does not alter the at-will nature of your employment and that the Company may alter this agreement at any time.

My telecommuting location will be _____. If I intend to work at a different location, I will notify my supervisor and request permission to do so. I understand and agree to all terms in this agreement.

Employee Signature

Date

Employee's Printed Name

SAMPLE WORK FROM HOME AGREEMENT

General Work Arrangements

This document specifies the terms and conditions of the Work from Home Agreement between [employee name] and [Company], beginning on [date] and ending on [date].

The days and hours when the employee is expected to be physically present in the workplace are [days] between the hours of [hours] and additional times designated by their supervisor.

1. The alternate work site is [address].
2. The days and hours when the employee is expected to work from home are [days] and [hours].
3. The employee's duties and responsibilities:
 - a. Will remain the same as when working at the regular Company worksite; OR
 - b. The specific duties and assignments authorized to be conducted at this alternate worksite are [duties].
4. Effective communication is essential for this arrangement to be successful. The employee agrees to remain accessible during designated work hours. The following methods and times of communicating are agreed upon: [contact methods, individuals, required frequency of communication, etc.].
5. The Company may terminate this agreement at any time, without notice, for any reason or no reason at all.

Policies and Procedures

1. All applicable Employee Handbook policies apply.
2. All employees must track and record their hours worked in the same manner required as when working at the regular Company worksite.
3. Nonexempt employees:
 - a. Break and rest periods must be taken as required by law and/or Company policy.
 - b. Requests to work overtime or to use sick leave, vacation, or other leave must be approved by the employee's supervisor in the same manner as required when working at the regular Company worksite.
4. The employee agrees to and understands that all obligations, responsibilities, terms, and conditions of employment with the Company remain unchanged, except those obligations and responsibilities specifically addressed in this agreement.

Safety, Equipment, and Information Security

1. The employee agrees to maintain a work environment that is ergonomically sound, clean, safe, and free of obstructions and hazardous situations.
2. The employee agrees to use Company-owned equipment, records, and materials for Company business only, and to protect them against unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is recorded, the locations where the information is stored, the systems used to process the information, or the processes by which the information is handled.
3. The employee agrees to report to the Company any instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.
4. The employee agrees to allow electronic and/or physical access to their remote worksite for purposes of assessing safety, property maintenance, and security methods, as well as job performance.
5. The employee agrees to report work-related injuries to the supervisor at the earliest reasonable opportunity. The employee agrees to hold the Company harmless for injury to others at the alternate work site.

SAMPLE WORK FROM HOME AGREEMENT

Equipment, Furniture, and Supplies

1. The employee agrees that the following equipment, furniture, services (e.g., telephone, internet connection, etc.) and/or supplies will be supplied by the Company: **[items provided and details of purchase, pick-up, delivery, set-up, maintenance, etc.]**.
2. The employee understands that all equipment, records, and materials provided by the Company remain the property of the Company.
3. The employee agrees to return Company equipment, records, and materials within five business days of termination of this agreement.
4. Upon request, any Company-issued equipment must be returned to the Company by the employee for inspection, repair, replacement, or repossession within five business days.
5. All equipment, furniture, and/or supplies not listed in item one will be supplied and maintained by the employee.
6. The employee understands that their personal vehicle will not be used for Company business unless specifically authorized by the Company.

Taxes and Zoning Regulations

The employee understands that they are responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

Employee Acknowledgment

I have read and understand this Work from Home Agreement. I understand that violations of this agreement may result in disciplinary action up to and including termination of employment.

Employee Signature: _____

Employee's Name (print): _____ Date: _____

Representative Signature: _____

Representative's Name (print): _____ Date: _____

SAMPLE ACKNOWLEDGMENT OF RECEIPT FOR COMPANY-ISSUED PROPERTY

You may be issued equipment for use when working off-site as part of a telecommuting or work-at-home agreement. You agree to maintain and use any company equipment as described in this acknowledgment.

Employee Signature: _____

Items Issued By: _____

Date Items Issued: _____

| Quantity | Description |
|----------|-------------|
| | |
| | |
| | |
| | |
| | |

Employee Acknowledgment

I acknowledge receipt of the company-owned property listed above.

I agree to maintain the property in good condition and to return it when I cease working for the company, or earlier upon request.

I agree to report any loss or damage immediately. I further agree to use said property only for work-related purposes.

I understand that violation of this acknowledgment may be cause for discipline.

Employee signature: _____

Date: _____



POLICY TEMPLATES

Sample Work From Home Policy

*Sample Emergency Family and Medical Leave Policy
(FFCRA FMLA Expansion)*

Sample Emergency Paid Sick Leave Policy

SAMPLE WORK FROM HOME POLICY

Work from Home

Employees are permitted to work from home (WFH) occasionally or regularly, depending on a number of factors and the arrangements they have made with their manager. Working from home is a privilege that may be revoked at any time. The Company may request that an employee be present in the office at any time (regardless of scheduled WFH time) or deny a request to work from home based on business needs, employee performance, or viability of doing the work from home. To be eligible to WFH, an employee must have access to reliable internet and a space that is free from excessive noise or distraction.

Submitting Requests

Employees must enter their remote work request in **[website/calendar/team communication tool]** and notify appropriate team members. Requests for recurring or extended WFH arrangements will be considered after **[3, 6, 12 months]** of employment, or in the case of a public health emergency.

Employees wishing to request additional remote workdays in any given workweek are required to speak with their manager in advance for approval. If approved, the employee must enter the request in **[website/calendar/team communication tool]** and notify appropriate team members.

Costs

The Company will supply the employee with appropriate office supplies and reimburse the employee for all other reasonable business-related expenses. Employees must get pre-approval for expenses associated with working from home if they total more than \$40. Any equipment supplied by the Company is to be used for business purposes only, unless otherwise specified. Employees must take appropriate action to protect these items from damage or theft.

The Company is not responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, or for repairs or modifications to the home office space.

Security

As with employees working in the office, those who WFH will be expected to ensure the protection of proprietary Company and customer information through use of locking doors, desks, file cabinets, and media storage, regular password maintenance, and any other steps appropriate for the job and the environment. Unless you live alone, computers should be locked when you walk away, and other household members should be not allowed access to or use of Company property.

Expectations

When working from home employees must:

- Work their full, typical schedule.
- Attend all meetings in a virtual capacity.
- Achieve the same level of production as in the office.
- Maintain equivalent availability for colleague and client communication, supervisor questions, etc.
- Be available online and by phone for the duration of their usual workday, minus breaks and rest periods.
- Respond promptly to communication via messaging app, email, and phone.
- Take all required break and rest periods, as if they were in the office.
- Communicate consistently regarding their workload and status (break, lunch, working on a project, etc.).
- Follow all company procedures and policies.
- Refrain from using alcohol or illegal drugs.

SAMPLE EMERGENCY FAMILY AND MEDICAL LEAVE POLICY (FFCRA FMLA EXPANSION)

[Company name] provides eligible employees with up to 12 weeks of emergency family and medical leave for a qualifying need related to a public health emergency.

Eligibility

Emergency family and medical leave is available to all employees that have been employed by the Company for at least 30 calendar days.

Reason for Leave

Leave under this policy is limited to circumstances where you are unable to work (including telework) due to your need to care for your minor child because the child's school or place of childcare has been closed or is unavailable due to a public health emergency.

Requesting Leave

If you need to take emergency family and medical leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Compensation

The first 10 days (two weeks) of leave are unpaid, but you may substitute accrued paid leave, including emergency paid sick leave.

The remaining 10 weeks are paid at 2/3 of your regular rate for the number of hours you would otherwise be scheduled to work (with a maximum payment of \$200 per day and \$10,000 total).

Restoration

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

[Important: Generally, eligible employees who take family and medical leave are entitled to be restored to the position they held when the leave commenced or to obtain an equivalent position with their employer. However, the law provides an exception for employers with fewer than 25 employees. In such circumstances, if an employee takes family and medical leave, the employer does not need to return the employee to their position if:

- The position does not exist due to changes in the employer's economic or operating condition that affect employment and were caused by the coronavirus emergency;
- The employer makes "reasonable efforts" to restore the employee to an equivalent position; and
- If these efforts fail, the employer makes an additional reasonable effort to contact the employee if an equivalent position becomes available. The "contact period" is the one-year window beginning on the earlier of:
 - The date on which the employee no longer needs to take leave to care for the child; or
 - 12 weeks after the employee's paid leave commences.]

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Expiration

This policy expires on December 31, 2020.

SAMPLE EMERGENCY PAID SICK LEAVE POLICY

[Company name] provides eligible employees with emergency paid sick leave under certain conditions.

Eligibility

All employees are eligible for emergency paid sick leave.

Reason for Leave

You may take emergency paid sick leave if you are unable to work (or telework) because:

1. You are subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. You have been advised by a health care provider to self-quarantine because of COVID-19;
3. You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. You are caring for an individual or are advised to quarantine or isolate;
5. You are caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to COVID-19 precautions; or
6. You are experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Duration/Compensation

Employees are entitled to:

- **Full-time employees:** 80 hours of pay at their regular pay rate. However, when caring for a family member (for reasons 4, 5, and 6 above), sick leave is paid at two-thirds the employee's regular rate.
- **Part-time employees:** Pay for the number of hours the employee works, on average, over a two-week period.

Paid leave under this policy is limited to \$511 per day (\$5,110 in total) where leave is taken for reasons 1, 2, and 3 described above (generally, an employee's own illness or quarantine); and \$200 per day (\$2,000 in total) where leave is taken for reasons 4, 5, or 6 (care for others or school closures).

Leave Rules

You may elect to use emergency paid sick leave before using any accrued paid leave.

No leave provided by the Company before April 1, 2020 may be credited against your leave entitlement. In addition, emergency paid sick leave cannot be carried over after December 31, 2020.

Requesting Leave

If you need to take emergency paid sick leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

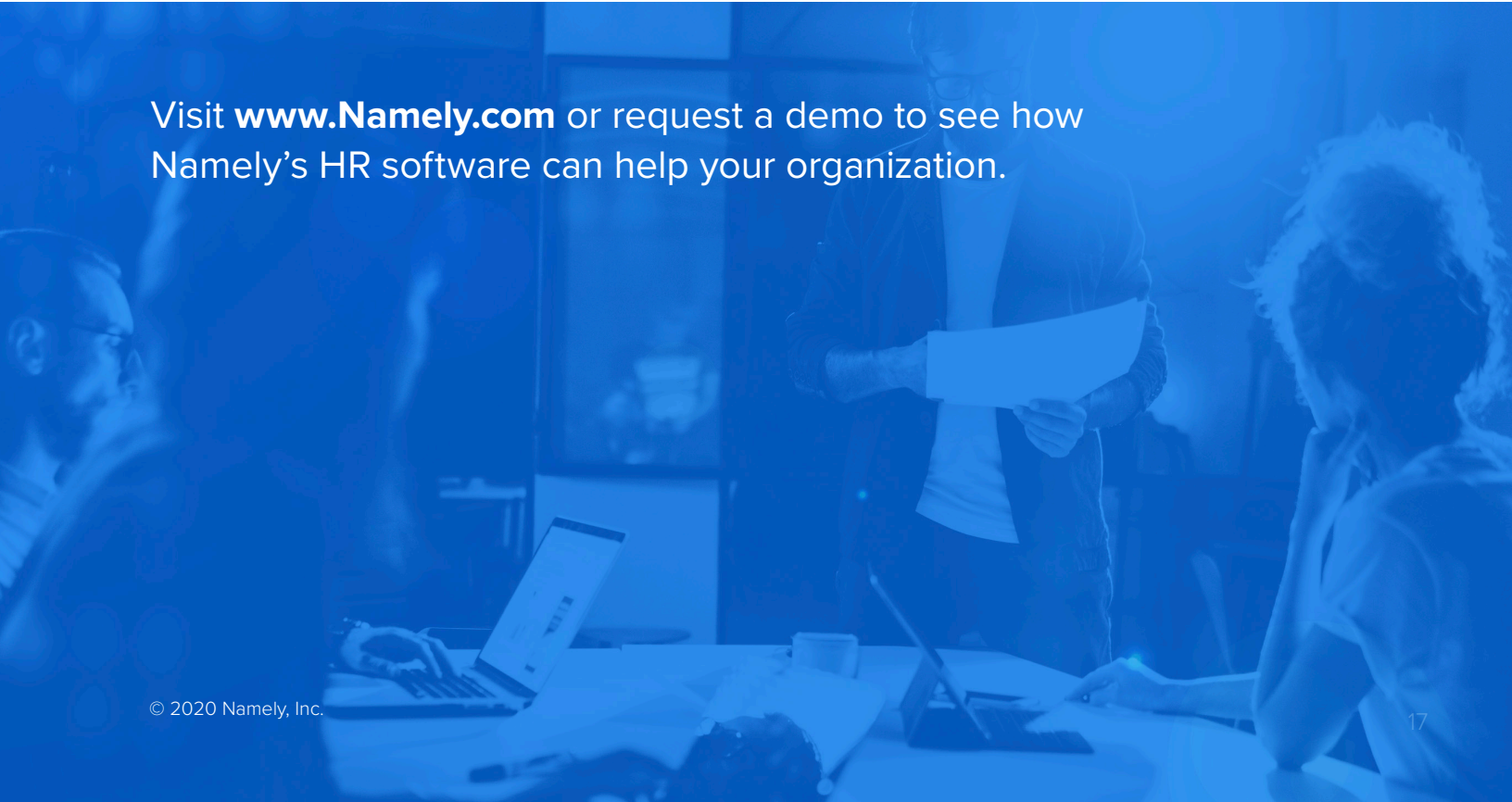
Expiration

This policy expires on December 31, 2020.

ABOUT NAMELY

Namely is the #1 HR Software company that empowers mid-sized businesses to build better workplaces. Its cloud-based software brings HCM, benefits, insights, payroll, and time into a single-view platform to help modern HR teams make data-driven decisions about their people and understand what's really going on in their workforce.

The Namely ecosystem includes powerful integrations with market-leading applicant tracking, identity management, ERP, compliance, E-Verify solutions, and more. Serving more than 1,400 clients with 280,000 employees globally, the company is backed by leading investors, including Altimeter Capital, GGV Capital, Matrix Partners, Scale Venture Partners, Sequoia Capital, Tenaya Capital, and True Ventures. For more information, [visit **www.Namely.com**](https://www.Namely.com).



Visit **www.Namely.com** or request a demo to see how Namely's HR software can help your organization.