

GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION  
GRAYSON, KENTUCKY

BOARD POLICY NO. 530

SUBJECT: Cell Phone Policy

I. SUBJECT:

To establish a policy concerning the use of employee cell phones to be used for company business.

II. PURPOSE:

In order to expedite work processes and improve productivity and communications between the office and designated personnel, the Cooperative may provide a phone allowance to certain employees who use their personal phones to accomplish their duties.

III. GENERAL REQUIREMENTS:

1. In order to receive the phone allowance, employees whose duties require them to carry a cellular phone to be immediately accessible for essential services shall contract with the Cooperative for use of that phone in the performance of their jobs.
2. The cellular device will be owned by the employee and may therefore be used for both personal and business calls. Upgrades and technical support shall be the responsibility of the employee. (The Cooperative reserves the right to have employees use company owned cell phones in certain situations.)
3. The allowance represents reimbursement for the cost of normal business related expenses on a monthly basis. If there are extenuating circumstances where additional telephone charges are incurred on behalf of the Cooperative, the President and CEO may authorize payment to reimburse the employee for expenses upon proper presentation of a bill. Employees shall pay for additional services such as texting, music downloads, ringtones, etc.
4. Misuse of the phone in ways inconsistent with Cooperative policy, local, state and federal laws, can result in cancellation of the cellular phone allowance contract and further disciplinary measures. All Cooperative employees shall consider safety first when driving. The use of any electronic device while driving is prohibited. If an employee leaves the Cooperative for any reason, the contract shall be cancelled immediately and any prepayment for cell phone service not used shall be reimbursed to the Cooperative.
5. The Cooperative will not pay any cancellation fees.
6. An employee who contracts for this agreement must maintain active cellular service for the life of the contract. The contract will renew each year, unless notice is given by either party that they wish to discontinue this agreement, at least 30 days prior to the end of the contract year. All phone contracts will run concurrent with the calendar year and payments for use of the phone will be made in January and July of each year.
7. Phone service currently in the name of the Cooperative will/can be transferred to the individual employee using the phone.

IV. RESPONSIBILITY OF EMPLOYEE:

1. All phone service will be personally owned by the employee and may therefore be used for both business and personal calls.
2. An employee must maintain an active cellular telephone contract for the life of the allowance period.
3. The employee may choose a cellular telephone with more features and be responsible for all the costs, if they choose. Technical support should be obtained through the provider providing the service. The employee will be responsible for the phone's maintenance and/or replacement.
4. If, prior to the end of a cellular telephone contract, a personal decision, or misuse of the telephone results in the need to change or end the cellular telephone contract, the employee will bear the cost of any associated termination fees. If the allowance is terminated for any reason, the employee will be responsible for any allowance paid, but not used in the current annual allowance period. An employee who is on sick leave or disability may not be paid the monthly allowance.

V. RESPONSIBILITY OF THE COOPERATIVE:

1. The Cooperative may provide any hardware or software facilities that facilitate the access of any phone to data (e-mail systems, etc.) that may be a convenience to the Cooperative.
2. The President & CEO will review cellular telephone allowance and its use on an annual basis and make adjustments when deemed necessary.
3. The Cooperative pays in advance for use of employee's cell phones, in January and July each year. If an employee is unable to report to work due to sick leave or disability, he or she shall not be paid for cell phone use again until he or she is able to return to the Cooperative for full time work.

VI. SAFETY AND USE OF CELLULAR TELEPHONES:

All Cooperative employees shall consider safety first when driving. The use of any electronic device while driving is prohibited.

TERMS AND CONDITIONS

The term of the contract shall be for one year and the rate shall be \_\_\_\_\_ per month.

\*\*\* The first contract will be from the adoption of this policy until December 31, 2010. Thereafter, the contract will run from January 1<sup>st</sup> to December 31<sup>st</sup> each year.

A signed and dated copy of this policy will serve as the contract between the Cooperative and the employee.

\_\_\_\_\_  
CEO or DEPARTMENT HEAD

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Roger L. Trent, Chairman

  
\_\_\_\_\_  
Bill E. (Eddie) Martin, Secretary/Treasurer

Date Adopted: 07/23/10  
Minute Book Page: 4332 – 4334  
Date Revised: 02/24/12  
Minute Book Page: 4528 – 4529  
Date Revised: 02/26/16  
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