EMPLOYER/TELECOMMUTER WRITTEN AGREEMENT CHECKLIST

 The employee will be covered by the employer’s workers’ compensation coverage when at home if the employee is injured while performing job duties in a designated work area.

 The employee is required to hold client and business meetings at the official work office.

 The employer will not be responsible for the cost of utilities other than those specifically agreed upon, such as the cost of additional telephone lines.

 The employer should consider requiring a fire and safety inspection of the home worksite before telecommuting begins. (Employers should provide and insist on the use of a UL approved surge protector and a grounded outlet for telecommuting equipment.)

 The employer will provide itemized pieces of equipment and any necessary upgrades to the equipment, as determined by the employer, with the understanding that any equipment provided remains the property of the company, is subject to the same policies as similar equipment located at the employer’s place of business and must be returned in good condition immediately upon request or at termination. Employees should understand they are required to use all communications media in accordance with Company rules. In the event any equipment necessary to perform the telecommuting assignment fails or malfunctions, the employee must immediately notify the Company.

 The employee will be responsible for securing, with a lock or other security device, the telecommunications equipment provided by the employer and will be responsible for any damage to the equipment, which are the result of failure to secure. The employee will also be responsible for the safeguarding of records, files, correspondence, etc.

 The employee will be responsible for regular back-up and maintenance of computerized files, unless a network system of routine back-up is provided.

 The employer has the right to inspect the home worksite, with adequate notice, to ensure that the equipment is being properly maintained. Visits should be scheduled in advance during normal business hours.

 The employee should be reachable within reason during the employee’s regularly scheduled working hours, whatever those hours are. If the employee does not have a regular schedule or set hours, employer and employee should come to an understanding that works for them as to how the employee can be reached if needed and whether the employee needs to call in periodically or carry a cell phone.

 Either the employee or the company may end the telecommuting assignment at any time with or without cause. Acceptance of a telecommuting assignment does not alter an employee’s at-will employment status. Acceptance of a telecommuting assignment is not a contract of employment.

 The employees must not allow noncompany employees to see, copy or perform work on the materials provided to employee for telecommuting assignments. Employees may not allow a noncompany employee to use company-owned equipment or software.

 Employees on a telecommuting assignment must complete and submit to the Company accurate time records, work logs or other required documentation to substantiate working time. Failure to complete such records or fraudulently completing such records will result in discipline up to and including immediate termination.