TELECOMMUTING AGREEMENT FORM

(TO BE COMPLETED BY EMPLOYER AND EMPLOYEE)

**Telecommuting/Work at Home Agreement**

ABC Company (Company) and [Employee name] (Employee) now believe that Employee can safely and efficiently perform the [insert job title] job from Employee’s home. Therefore, Company and Employee agree as follows:

1. Employee will be allowed to telecommute or “work at home,” commencing on [date]. If the Employee satisfactorily completes a \_\_\_-month trial period, telecommuting will continue for a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ term (contingent, of course, on the Employee’s continued satisfactory job performance and behavior). There will be no automatic continuation of telecommuting privileges from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: Human Resources, the Employee’s supervisor and the Employee will assess, near the end of each one-year term, whether an additional year of telecommuting would be beneficial both to the Company and to the Employee. Employee agrees that, notwithstanding any other provisions of this agreement, Employee’s telecommuting/working from home is a privilege that the Company can end at any time for any reason in its sole discretion.
2. Employee’s initial normal work schedule will be [specify the days] between the hours of \_\_\_\_ and \_\_\_; Employee’s workdays/hours may be changed by the Company without prior notice as may be necessary for the efficient conduct of the Company’s business. Employee must be reasonably accessible by telephone and by email during scheduled work hours. Unless otherwise specifically provided in writing by a supervisor, the Employee is not “on call” outside of scheduled work hours.
3. Employee is required to work out of the Company’s offices at least \_\_\_\_ days per \_\_\_\_\_ in order to communicate in-person with supervisors and other persons; Employee’s supervisor will determine the days that Employee must work from the office. Employee also may be required to attend in-office periodic staff meetings and Company events, sometimes on short notice. Company is not responsible for any expenses incurred by Employee in commuting to the office for in-person meetings/events, that is, the Company will not pay Employee for time commuting to/from the office.
4. Employee must comply with all Company policies and work rules while telecommuting. Any violations may result in immediate loss of telecommuting privileges and discipline up to and including discharge.
5. Employee will be held to the same performance and behavior standards as all other employees in the same job classification. Employee will be evaluated at the same times using the same evaluation forms as other personnel in Employee’s job classification. Unsatisfactory job performance may lead to immediate loss of telecommuting privileges and discipline up to and including discharge.
6. Company will supply Employee the following equipment to be used in telecommuting:
The equipment remains the property of the Company and must be used in accordance with the normal Company policies and rules (including the “computer use” policy) and in compliance with the law. Employee is responsible for regularly backing-up and maintaining computerized files in accordance with normal Company protocols and is not permitted to use the equipment other than for Company business. Employee must maintain the equipment in good condition and return it in the same condition as provided by the Company, normal wear and tear excepted and will be responsible for any damage to or loss of the equipment. The Company will not be responsible for any utility expenses incurred by Employee while telecommuting other than \_\_\_\_.

Employee expressly consents to the Company’s deduction from Employee’s final paycheck (or, where permitted by law, from any other monies owed by the Company to Employee,) of the value of any equipment not promptly returned by Employee to the Company in good condition (normal wear and tear excepted) when requested. Employee agrees that the equipment provided by the Company will be used only by Employee for performance of work for the Company; Employee agrees that the equipment will not be used by any other person for any other reason.

1. Employee is covered by Company’s workers’ compensation insurance. Any injuries related to performing duties for the Company which occur while working at home must be immediately reported to Human Resources.
2. Employee agrees that telecommuting will be performed from a single location in Employee’s home and agrees that the location will not be changed without Company’s consent. Employee agrees to maintain a telecommuting work environment that is professional and free of noise, distractions and safety hazards. Employee further agrees that telecommuting is not a substitute for childcare or other home care arrangements.

The Company will inspect Employee’s work-at-home facilities at the commencement of telecommuting and reserves the right to perform subsequent periodic inspections. Employee agrees to obtain and maintain homeowner’s or renter’s liability insurance in a type and in an amount acceptable to the Company and to provide Company proof of such insurance coverage.

1. Employee agrees to safeguard the confidentiality of sensitive or trade secret information belonging to the Company, its customers and/or its vendors and agrees to secure all records, data, files, correspondence and other business papers provided to or created by the Employee. Employee agrees to install and maintain all data/communications security software and firewalls requested by the Company and consents to Company monitoring of Employee’s computer system in order to ensure continuing communications and data security. Employee agrees that he or she will ensure that such sensitive information (whether in hard-copy or electronic form) will not be accessible to or viewed by persons who should not have access to it. Employee agrees that any breaches of confidentiality must be immediately reported to the Employee’s supervisor.
2. [For “nonexempt”/“hourly” employees insert:] Employee must provide the Company with accurate, precise information about hours worked. Employee must [choose one: “send an email to Employee’s supervisor at the start and end of each workday” or “provide weekly hand-written timesheets indicating the exact start and end times of all hours worked and breaks taken during the day”].

Employee must sign a weekly certification that the hours being reported are accurate. Employee agrees to check his or her paystubs to ensure that all work hours reported by Employee have been paid by the Company and, if Employee believes there is a discrepancy, Employee must immediately contact Human Resources about it.

1. Employee agrees that any work performed through telecommuting belongs to the Company just as if the work had been performed in the Company’s offices, that is, the telecommuting arrangement does not affect the Company’s rights to intellectual property, “work for hire” or other work performed by Employee while telecommuting.

[Signature and date]

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 Employee Date

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Company Representative Date