# Telecommuting Agreement

*The Company considers telecommuting to be a viable alternative work arrangement in cases where individual and job characteristics are suited to such an arrangement. It is not an entitlement; it is not a company-wide benefit; and it in no way changes the terms and conditions of employment.*

## General Work Arrangements

This document specifies the terms and conditions of the Telecommuting Agreement between [Employee Name] and [Representative Name] of [Company]. Beginning on [Date] and ending on [Date].

The days and hours when the employee is expected to be present in the office or department are [List days] between the hours of [List hours] and additional times designated by the supervisor for office or for department meetings, etc.

1. The alternate work site is [Address].
2. The days and hours when the employee is expected to telecommute [List days] and [List hours].
3. The employee’s duties and responsibilities:
   1. Will remain the same as when working at the regular Company worksite; OR
   2. The specific duties and assignments authorized to be conducted at this alternate worksite are [specify duties or indicate to see attached description of duties and expectations].
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: [specify contact methods, contact individuals and required frequency of communication].
5. The Company or the employee may terminate the agreement at any time, provided a two week written notice is given.

## Personnel Policies & Procedures/FLSA Compliance

1. All applicable Employee Handbook Policies shall apply.
2. **Non-Exempt Employees (FLSA compliance aspect)**:
   1. Must track and record their hours worked in the same manner required as when working at the regular Company worksite.
   2. Requests to work overtime, 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.
3. 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.
4. The employee agrees to and understands that management retains the right to modify this agreement as a result of business necessity.
5. This agreement may be discontinued, at will, at any time at the request of either the telecommuter or the Company.

## Safety, Equipment, & 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 purposes of 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 the telecommuting 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.

## Equipment, Furniture, & 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: [Specify items provided as well as the details of purchase, pick-up, delivery, set-up, and maintenance of noted items].
2. The employee understands that all equipment, records, and materials provided by the Company shall remain the property of the Company.
3. The employee agrees to return Company equipment, records, and materials within [Number] days of termination of this agreement. All Company equipment will be returned to the Company by the employee for inspection, repair, replacement, or repossession with [Number] days’ written notice.
4. All equipment, furniture, and/or supplies not listed in item one will be supplied and maintained by the employee.
5. 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 Acknowledgement:* I have received a copy of the Company’s Telecommuting policy. I have read and understand this policy. I have been provided the opportunity to ask questions regarding this policy. I understand that violations of this policy may result in disciplinary action up to and including termination of employment.

**Employee’s Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Employee’s Full Name (print):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Representative Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name (print):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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