

## Sample Telecommuting Agreement

Telecommuting is a voluntary agreement between the manager/supervisor and the telecommuter. This agreement begins on \_\_\_\_\_ and continues until \_\_\_\_\_, and must be renewed. It can be discontinued at any time by either party with \_\_\_ days notice and without adverse repercussions.

1. The telecommuter will telecommute to the following alternative worksite \_\_\_\_\_(Home).
2. In office days will be \_\_\_\_\_. Home office days will be \_\_\_\_\_. The telecommuter agrees to be available during the assigned business hours of \_\_\_\_\_ to \_\_\_\_\_ for communication through such methods as dedicated phone line, voice mail, modem, fax, beeper, etc., and agrees to respond within \_\_\_\_\_ minutes/hours. Employee initiated schedule changes must be with advanced approval by the manager.
3. The duties, obligations, responsibilities and conditions of the telecommuter's employment with the EMPLOYER remain unchanged. The employee's salary, retirement, vacation and sick leave benefits, and insurance coverage shall remain the same.
4. Work hours, overtime compensation, use of sick leave, and approval for use of vacation will conform to EMPLOYER policies and procedures, departmental guidelines, or to the appropriate corrective bargaining agreement, and to the terms otherwise agreed upon by the employee and the supervisor.
5. The telecommuter agrees to maintain a safe and ergonomically sound work environment, to report work-related injuries to the supervisor at the earliest opportunity, and to hold the EMPLOYER harmless for injury to others at the telecommuting location. The employee agrees to allow an authorized EMPLOYER representative to inspect the home office as needed.
6. The telecommuter agrees to provide a secure location for EMPLOYER-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than EMPLOYER business. All equipment, records, and materials provided by the EMPLOYER shall remain EMPLOYER property. The telecommuter agrees to allow the University reasonable access to its equipment and materials.
7. The telecommuter agrees not to use his/her personal vehicle for EMPLOYER business unless specifically authorized by the supervisor.
8. The telecommuter agrees to return EMPLOYER equipment, records, and materials within \_\_\_\_\_ days of termination of this agreement. All EMPLOYER equipment will be returned by the employee for inspection, repair, replacement, or repossession with \_\_\_\_\_ days written notice.
9. The EMPLOYER will pay for the following expenses:
  - Charges for business related telephone calls. (Will this include telephone lines and other communication technologies? If so, under what circumstances?);
  - Maintenance and repairs to EMPLOYER owned equipment. This equipment is \_\_\_\_\_; and,
  - Employees will submit claims on a Travel Expense Claim along with receipt, bill or other verification of the expense.

10. The EMPLOYER will not pay for the following expenses:

- Maintenance or repairs of privately owned equipment;
- Utility costs associated with the use of the computer or occupation of the home;
- Equipment supplies
- Travel expenses (other than authorized transit subsidies) associated with commuting to the central office.

11. The telecommuter agrees to seek advanced approval by the supervisor to use sick leave, vacation, time off, or other leave credits. Overtime to be worked must be approved in advance by the supervisor.

12. The telecommuter agrees to make regular dependent care arrangements during telecommuting periods.

13. The telecommuter will implement the steps for good information security in the home-office setting, and will check with his/her supervisor when security matters are an issue. The telecommuter has a copy of the EMPLOYER's security requirements and procedures.

14. Management retains the right to modify the agreement on a temporary basis as a result of business necessity (for example, the employee may be required to come to the office on a particular day), or as a result of an employee request supported by the supervisor.

15. The telecommuter understands that he or she is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations.

I have read this Telecommuting Agreement and agree to its terms.

**Supervisor's Signature & Date** \_\_\_\_\_

**Telecommuter's Signature & Date** \_\_\_\_\_

**Department Manager's Signature & Date** \_\_\_\_\_