**Telecommuting Agreement**

This is an agreement between [Department Name] and [Employee’s Name] to establish the terms and conditions for performing work at an alternate work site on a regular basis (i.e., on the same day every week or on some routine basis).

This agreement begins on [Date] and continues until [Date]. This agreement will be reviewed at least annually. This agreement may be modified or canceled with seven calendar days written notice.

Employees’ duties, obligations, responsibilities and conditions of employment remain unchanged except those obligations and responsibilities specifically addressed in this agreement. Job responsibilities, standards of performance and performance appraisals remain the same as when working at the regular work site.

Telecommuters are expected to travel into the office, as necessary, for meetings, training and similar events.

**A. Employee information**

Name

Address

Social Security number

Department

Supervisor

Telephone

Work email

**B. Telecommuting worksite**

Address of telecommuting site

Cell phone

Home phone

Description of specific workspace and location (e.g., is the workspace a home or co-working site?):

**C. Work schedule and hours**

Regular telecommuting work hours agreed to:

Monday: \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_ through Friday: \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_

Telecommuters’ work schedules must include a 30-minute, 45-minute,or one hour *bona fide* meal period. A nonexempt employee must be completely free from work responsibilities during the meal period. If the employee is nonexempt, please provide the length of the *bona fide* meal period here: \_\_\_\_\_\_\_\_\_\_\_. Exempt employees will follow company guidelines regarding meal periods.

Describe any variation from the regular work hours documented above:

**D. Equipment**

Company-provided equipment

Employee-provided equipment

**E. Representations by employee**

During the term of this agreement, the employee represents:

* He/she will remain accessible during the telecommute work schedule
* He/she will not use public Wi-Fi to work
* He/she will protect the company’s confidential and intellectual property, including customer lists and business processes
* He/she will check in with the supervisor to discuss status and open issues
* He/she will be available for teleconferences, scheduled on an as-needed basis
* He/she will request supervisor approval in advance of working any overtime hours (if the employee is non-exempt)
* He/she will request supervisor approval to use vacation, sick or other leave in the same manner as when working at his/her regular work location.

**G. Tax and legal implications**

Tax or other legal implications for the business use of the employee’s home will be based on IRS and state and local government laws and regulations or the laws of the jurisdiction in which employee’s telecommuting site is located.

**H. Termination of the telecommuting agreement**

The company may terminate this agreement at any time. The company will endeavor to provide reasonable notice of the termination to employees. Employees may terminate this agreement with the consent of their supervisors.

**I. Signatures**

I hereby affirm by my signature that I have read this Telecommuting Agreement and understand and agree to all of its provisions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert employee’s name], Employee Date

[Insert supervisor’s name], [Insert title] Date

[Insert department head’s Name], [Insert title] Date