

SAMPLE FLEX/REMOTE/TELECOMMUTING WORK AGREEMENT 4-2018

Eligibility – Telecommuting is available to regular employees who:

- Have successfully completed their probationary period (unless telecommuting is a condition for accepting employment)
- Have a record of satisfactory job performance
- Have work responsibilities that can be performed at home without adversely affecting quality, productivity, and the needs of the employer, and
- Have ongoing access to telephone and internet at home.

Part I: Name of Employee: _____ Name of Manager: _____

Remote Office Location Address: _____

Employee Information: Fax # (if applicable): _____ Telephone #: _____

Work Hours: Total work hours per week: _____ Schedule: _____

Days: Monday / Tuesday / Wednesday / Thursday / Friday / Saturday / Sunday

Hours: ___to___ / ___to___ / ___to___ / ___to___ / ___to___ / ___to___ / ___to___ /

Description of workspace at remote location and assets to be used at remote work location (if any) (including hardware, software, etc.) *Please clearly define these:*

Part II Work Hours: It is the employee’s responsibility to give accurate and up-to-date information to the supervisor regarding work location and hours. The employee will maintain, for the purposes of Worker’s Compensation liability, the hours of work stated in this Agreement. Timely and accurate completion and submission of time statements is the responsibility of the employee. Departmental requirements take precedence over the schedule and telecommuting arrangements specified in this Agreement if there is a scheduling conflict. Management will provide the employee with advance notice, if at all possible, when flextime schedules or telecommuting must be curtailed. Vacation time, sick leave, and all other exception time must be authorized by the manager according to _____ policy.

Technical Support: Technical, supervisory, or other support cannot be assured beyond 7:30 a.m. to 4:30 p.m., when most regular working hours are scheduled.

Insurance: A designated work space shall be maintained by the telecommuter at the alternate work location. Worker’s compensation liability will be limited to work-related injuries at this work space as opposed to applying to all areas of the home. Telecommuter Supervisors may have to participate in periodic health and safety inspections of their work site to make sure it meets standards. Telecommuters must review and sign the attached “Telecommuting Safety Checklist” prior to telecommuting.

Training and Meetings: Certain meetings are mandatory and will require the telecommuter to come to the office. Reasonable notice of upcoming meetings will be given to those employees. If a face-to-face work group meeting is necessary, it is the telecommuter’s responsibility to attend the meeting at the office.

Equipment: Prior to finalization of this telecommuting agreement, it shall be established that the staff member will verify that s/he has appropriate equipment, software and connectivity to adequately complete their work. You may not use company equipment for unlawful purposes or for work for other employers, nor may other persons use it. Any hardware or software purchased by the company remains the property of the company and will be returned to the company on request; products developed while telecommuting is the property of the company.

_____ is not responsible for the temporary loss of telecommuting days due to equipment maintenance or repair, and the telecommuter is expected to report to the office or obtain approved leave in such a circumstance. Equipment no longer used by a telecommuter must be returned on his or her next day in the office. Software used by a telecommuter is subject to the same restrictions on duplication and unauthorized use as software used in the office. Company owned equipment is the responsibility of the staff member.

Software and configuration for work at home on non-company equipment: Computing Support will provide general assistance. Company assumes no responsibility for the repair, maintenance, or replacement of personally-owned equipment used for telecommuting. If loan equipment is available during the repair period, then the employee may continue telecommuting. However, if there is no available loan equipment, then the employee must work at the office.

Home Visits: Health and safety inspections of the home office may need to be arranged between the employee and the company. _____ reserves the right to visit the employee home office without notice in order to retrieve equipment that the employee has not returned after being requested to do so.

Security of Information: Employees may not compromise the confidentiality or security of company information due to telecommuting, remote computer access, and so on. The employee must comply with the policies and guidelines of proper use of information technology found in the Standard Practice Guide and any other guidelines issued by the company in general or _____ in particular. Breaches of information security, whether by accident or design, while telecommuting must be reported promptly and may be cause to abrogate the option and/or for disciplinary action.

Reimbursements and Telecommuting Expenses: Telecommuters must obtain supplies stocked at _____ and will not be reimbursed if they are obtained elsewhere. Expenses not specifically covered above will be dealt with on a case-by-case basis, taking into account the reasonableness of the expense, the overall budget for the program(s) (both telecommuting program and work group budgets). The employee cannot be assured of reimbursements for expenses not approved in advance.

Domestic Care During established work hours: The telecommuter agrees that family care demands shall not compete with work except in the case of an emergency. Telecommuting will not be a substitute for day care provision.

Tax Liability: Any and all tax implications of telecommuting are entirely the responsibility of the telecommuter. Telecommuters are encouraged to seek professional advice in this area. Local Zoning Ordinances The telecommuter is responsible for observing any municipal zoning ordinances regulating the performance of work at home for telecommuting purposes.

Commitment by employee: The information I have provided above of this Telecommuting Work Agreement is accurate and will be followed on a regular basis or under the discretion of my primary manager. If any information changes, it is my duty to inform my primary manager and initiate the completion of an updated agreement. I understand that my up-to-date telecommuting agreement will be in my Human Resources personnel file.

I have read and understand Remote Worker Inspection Guidelines, and the Remote Work Policy of this agreement, and I agree to the duties, obligations, responsibilities, and conditions for telecommuters described in these documents. I understand that all company policies apply to off-site work locations. I agree that, among other things, I am responsible for establishing specific telecommuting work hours (times that staff know they will be able to reach me); furnishing and maintaining my remote work space in a safe manner; employing appropriate telecommuting security measures; and protecting company assets, information, confidential materials, and systems.

Duration and Termination of Agreement: I understand that my primary manager or (Department) may at any time change any or all of the conditions under which I am permitted to telecommute or withdraw permission to telecommute for any reason or no reason. I also understand that I may at any time request a change or changes to my work hours, work days, or work location for consideration by my manager and _____. Any such changes to the terms agreed upon herein are subject to written approval by _____.

I have read and will comply with the office safety guidelines as indicated above.

Employee Name:	Employee Signature:	Date:
_____	_____	_____

Supervisor Name:	Supervisor Signature:	Date:
_____	_____	_____