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**TELECOMMUTING AGREEMENT**

This is an example of a telecommuting agreement between supervisors and the potential telecommuter. 3 Pages 20-840

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**TELECOMMUTING AGREEMENT**

**TELECOMMUTER INFORMATION**

Name: Date:

Job Title:

Department: Phone #:

Telecommuting is a voluntary agreement between the supervisor and the telecommuter, with the approval of the department head. This agreement begins on \_\_\_\_\_\_\_\_\_\_\_\_ and continues until \_\_\_\_\_\_\_\_\_\_\_\_, and must be renewed when agreed upon term expires. Either party, with \_\_\_\_\_ days’ notice and without adverse repercussions can discontinue it at any time.

1. The telecommuter will telecommute to the following alternative worksite \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. The schedule for telecommuting will be determined by the supervisor. 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. Telecommuter initiated schedule changes regarding start and stop times and/or designated lunch/break times must be approved in advance by the supervisor.

1. The duties, obligations, responsibilities and conditions of the telecommuter's employment with [ORG] remain unchanged. The telecommuter's wages, pension, vacation and sick leave benefits, and insurance coverage shall remain the same based upon current policy, collective bargaining agreement, and/or regulation.

1. Work hours, overtime compensation, use of sick leave, and approval for use of vacation will conform to [ORG] policies and procedures, departmental guidelines, or to the appropriate collective bargaining agreement, and to the terms otherwise agreed upon by the telecommuter and the supervisor.

1. 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 [ORG] harmless for injury to others at the telecommuting location. The telecommuter agrees to allow an authorized [ORG] and/or other designated representative to inspect the home office as needed, with eight hours’ notice by [ORG]. Telecommuter further agrees to electronic monitoring of work product and time.

1. The telecommuter agrees to follow [ORG] security standards regarding any use of telecommuting equipment required to satisfactorily perform his or her job functions. The telecommuter agrees to provide a secure location for [ORG]‐owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than [ORG] business. All equipment, records, and materials provided by [ORG] shall remain [ORG] property. The telecommuter agrees to allow [ORG] reasonable access to its equipment and materials. 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. In exchange for the ability to perform telecommuting duties, you must utilize the equipment and software as required; failure to follow proper procedures may result in no compensation. The telecommuter has a copy of [ORG]’s Information Technology Security Policy and procedures, which include Personnel Rules and Regulations, Rule 6, Regulations 5 and Rule 6 and the [ORG] Personnel Policy Manual reference to electronic communications.

1. The telecommuter agrees not to use his/her personal vehicle for [ORG] business unless specifically authorized by the supervisor.

1. The telecommuter agrees to return [ORG] equipment, records, and materials within \_\_\_ days of termination of this agreement. All [ORG] equipment will be returned by the telecommuter for inspection, repair, replacement, or repossession with \_\_ days written notice. Telecommuter understands and agrees that if such equipment is returned in damaged condition and such damage was caused by the telecommuter either directly or indirectly, or if the telecommuter fails to return such equipment, that the telecommuters paycheck shall be reduced by the amount necessary to cover the cost of repair or replacement. [ORG] reserves the right to collect the cost of damages incurred by the telecommuter to said [ORG] property.

1. [ORG] may pay for the following expenses:

\_\_\_\_\_ \_\_\_\_\_ Provision of communications equipment, including cell phones, if such equipment is solely dedicated to [ORG] related business;

\_\_\_\_\_ \_\_\_\_\_ Reimbursement pursuant to the [ORG] Cell Phone Compensation and Use Policy for personal cell phones used for [ORG] related business;

\_\_\_\_\_ \_\_\_\_\_ Maintenance and repairs to [ORG] owned equipment that are not the direct or indirect result of the telecommuters negligence or willful action. This equipment must be checked out and approved by Telecommuter’s Department Head; and,

\_\_\_\_\_ \_\_\_\_\_ Travel Expense Claims when submitted with receipt, bill or other verification of the expense.

\_\_\_\_\_ \_\_\_\_\_ Equipment supplies as listed:

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

1. [ORG] 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; and
* Equipment supplies not indicated in 9.

1. 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.

1. The telecommuter agrees to make regular dependent care arrangements during telecommuting periods as applicable.

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

1. 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 Name Supervisor’s Signature/Date**

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**Telecommuter’s Name Telecommuter’s Signature/Date**

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**Department Head’s Name Department Head’s Signature/Date**