

## GENERIC TELECOMMUTER'S AGREEMENT

[NOTE: This is a generic telecommuter's agreement, for the mythical ABC department of the mythical "Company XYZ." As such, it includes items that are normally covered in agreements of this kind. However, it MUST be customized for each organization because of differences in each employer's policies and practices. Many of the items in this agreement can and should vary - or perhaps be omitted - depending on the nature of a telecommuting program.

This agreement has been written for use as part of a telecommuting pilot program. As such, there are references to the length and nature of a pilot program. These references might have to be changed for use with ongoing telecommuting.

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"This agreement developed by Gil Gordon Associates. For more information on telecommuting, visit <[www.gilgordon.com](http://www.gilgordon.com)>."

You are encouraged to consult with a qualified professional to adapt this generic agreement for your own use.]

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The purpose of this agreement is to clarify some of the issues involved in a telecommuting program sponsored by Company XYZ for some of its employees.

Because telecommuting is a relatively new way of working, some of the standard policies and procedures we have in place to cover work in the office may not apply, or have to be changed. Also, there are new conditions that arise that were never intended to be covered by Company XYZ policies.

Please read this carefully and discuss it with your manager or your Human Resources representative if you have questions, and also, perhaps, with your spouse if applicable.

1. The telecommuting program at Company XYZ is an experiment to see how well the work-at-home concept works for the ABC department and its employees. We expect to continue with telecommuting as long as we believe the results are satisfactory, and there is no definite ending date set at this time. However, we expect the pilot program to last approximately six months.

2. As a telecommuter you are volunteering for this program based on having been given thorough information about the program and the pros and cons of telecommuting. You, like Company XYZ, have every reason to believe it will work out. However, if you find that telecommuting is not to your liking and want to return to your office work location you can do so by notifying your manager.

Those who are selected as telecommuters are being asked to commit to a minimum trial period of three months. We believe this is the least amount of time needed for everyone to learn how well telecommuting works. If, however, you or your manager find that there are serious personal or work problems arising before three months are up, you certainly will be able to return to your job full-time in the office sooner.

3. While we expect this program to continue, it is possible that it may be terminated at the discretion of Company XYZ management. If it is terminated, you will be asked to return to your job at your office location. Also, if your work performance suffers and your manager decides it will be in your best long-term interest to return to the office full-time, you will be expected to return to

the office. If you choose not to return on the expected date, this will be considered to be a voluntary resignation and will be treated as such under our standard policies.

4. Telecommuting is not an employee benefit intended to be available to the entire ABC department or to other departments at this time. As such, no Company XYZ employee is entitled to, or guaranteed the opportunity to, telecommute.

5. Your salary, job responsibilities, and benefits will not change because of your involvement in the program, except as they might have changed had you stayed in the office full-time, e.g., regular salary reviews will occur as scheduled, and you will be entitled to any company-wide benefits changes that may be implemented. You agree to comply with all existing job requirements as now are in effect in the office.

6. Your total number of work hours are not expected to change during the program, and you will be responsible for providing information for the weekly time sheet according to standard Company XYZ policy. In the event that you expect to work more than the standard number of hours, this must be discussed and approved in advance by your manager, just as any overtime scheduling would normally have to be approved.

7. Your daily work schedule for the days when you are working at home is subject to negotiation with and approval by your manager. If your job duties allow it and your manager feels a change would not impair your ability to be in contact with co-workers, you are free to vary your hours to suit your preference. Your manager may require that you work certain "core hours" and to be accessible by telephone during those hours.

8. We are planning to work towards a goal of three days per week at home for all telecommuters. We will begin with one day a week for the first month and will then increase it depending on your willingness and your manager's assessment of the quality of your work and the type of supervision you need.

9. There may be times when you will be requested to come into the office on a day that you might have planned to spend at home. Company XYZ and your manager will try to minimize these unplanned office visits, but we ask that you recognize the need for them and agree to come in when requested. Similarly, there may be weeks when you have to spend more time than planned (up to the full five days) in the office when the nature of the workload requires it. It will be your responsibility to come into the office as requested during these times.

10. Company XYZ will provide the necessary computer, modem, software, and other equipment needed for you to do your job. All of these items remain the property of Company XYZ and must be returned to Company XYZ upon request, in case of an extended illness, upon your resignation or termination, or if the program ends. When they are to be returned, you agree to return them yourself or to allow Company XYZ to arrange to pick them up from your home.

11. Company XYZ will reimburse you for the cost of installation and monthly service on a telephone line to be installed for your use during the program. This is considered to be for Company XYZ purposes only and not for personal use. Company XYZ will reimburse you for all Company XYZ-related business use of this telephone line when you submit a reimbursement request. It will be your responsibility to insure that no one else has access to the phone.

12. Office supplies as needed will be provided by Company XYZ; your out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of your manager. Also, Company XYZ will not reimburse you for travel expenses to and from the office on days when you come into the office, nor for any home-related expenses such as construction, renovations, heating/air conditioning, lighting, or electricity.

13. The computer, modem, software, and any other equipment or supplies provided by Company XYZ are provided primarily for use on Company XYZ assignments. However, you can use these items for reasonable personal purposes as long as these do not create any conflict of interest with your job. The equipment and software should not be used by other household members or anyone else. Company XYZ-owned software may not be duplicated except as formally authorized.

14. The security of company property in your home is as important as it is in the office. You are expected to take reasonable precautions to protect the equipment from theft, damage, or misuse. You are required to contact your homeowner's insurance carrier to determine to what extent this property is covered under your homeowner's policy. If the Company XYZ property is NOT covered, you agree to notify your manager and, if requested, take out additional coverage at Company XYZ's expense to cover the property.

15. Any Company XYZ materials taken home should be kept in your designated work area at home and not be made accessible to others. In no case will you take proprietary or confidential materials home except with the approval of your manager.

16. Company XYZ is interested in your health and safety while working at home just as it is while you work in the office. For this reason, you are required to maintain a separate, designated work area at home. Company XYZ has the right to visit your home work area to see if it meets company safety standards; such visits will be scheduled with at least 24 hours advance notice.

Any equipment provided should be placed where it is adequately supported and there is no danger of it falling. It should be connected to a properly-grounded electrical outlet and all wires kept out of walkways. If you have any questions about the adequacy/safety of your home work area, Company XYZ will help you in this regard.

17. Company XYZ will be responsible for any work-related injuries under our state's Workers Compensation laws, but this liability is limited to injuries resulting directly from your work and only if the injury occurs in your designated work area. Any claims will be handled according to the normal procedure for Worker's Compensation claims.

18. Telecommuting is not to be viewed as a substitute for dependent care. Company XYZ expects that you will make arrangements for someone to care for your children or other dependents (if applicable) if needed. The company recognizes that one advantage of working at home is the opportunity to have more time with dependents, but it is your responsibility to insure that you are fully able to complete your work assignments on time.

19. It will be your responsibility to determine any income tax implications of maintaining a home office area. Company XYZ will not provide tax guidance nor will the company assume any additional tax liabilities. You are encouraged to consult with a qualified tax professional to discuss income tax implications.

I have read and understand this agreement and accept its conditions.

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY XYZ REPRESENTATIVE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_