**SAMPLE EMPLOYEE TELEWORK AGREEMENT**

Instructions: This form is used to request approval and establish an alternative work location for the purposes of teleworking. It also documents the terms and conditions of a telework agreement if approved. The form is initiated by the employee and routed through the appropriate chain of authority to the final approver. Telecommuting is a voluntary agreement between the manager and the telecommuter.

|  |  |
| --- | --- |
| Employee Name: | Title:  |
| Department:  | Manager's Name: |
| Primary Phone: | Alt. Phone: |
| Email: |

**Proposed Duration of Telework and Address of Alternate Work Location:**

|  |  |
| --- | --- |
| Start Date: | End Date: |
| Location (Physical Address): |   |

|  |  |
| --- | --- |
| FLSA Status: circle oneExempt Nonexempt  | Actual hours worked must not exceed 40 hours per week unless preapproved by your manager.  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Work Week** | **Hours Worked at Primary Duty Station** | **Hours Worked at Alternate Work Location** | **Lunch** |
| **Monday** |  |  |  |
| **Tuesday** |  |  |  |
| **Wednesday** |  |  |  |
| **Thursday** |  |  |  |
| **Friday** |  |  |  |
| **Saturday** |  |  |  |
| **Sunday** |  |  |  |
| **Total Hours:** |  |  |  |

1. The duties, obligations, responsibilities and conditions of the telecommuter's employment with EMPLOYER remains unchanged. The employee's salary, retirement, vacation and sick leave benefits, and insurance coverage shall remain the same.
2. Work hours, overtime compensation, use of sick leave, and approval for use of vacation will conform to EMPLOYERS policies and procedures, departmental guidelines, or to the appropriate corrective bargaining agreement, and to the terms otherwise agreed upon by the employee and the manager.
3. 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 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.
4. 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 EMPLOYER shall remain EMPLOYER property. The telecommuter agrees to allow EMPLOYER reasonable access to its equipment and materials.
5. The telecommuter agrees to use his/her personal vehicle for EMPLOYER business unless specifically authorized by the manager.
6. 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.
7. EMPLOYER will pay for the following expenses:
	* Maintenance and repairs to EMPLOYER owned equipment
	* Work related travel expenses to be submitted via Concur
	* Travel expenses associated with commuting to the EMPLOYER office
8. 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
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.
2. The telecommuter agrees to make regular dependent care arrangements during telecommuting periods.
3. 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.
4. 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 manager.
5. 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:**

**Manager’s Signature & Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telecommuter’s Signature & Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Department Head’s Signature & Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_