

## Telework Policy and Agreement

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### Purpose

Telework (also known as telecommuting) is the practice of working at home or another secondary work site location one or more days per pay period instead of working at the primary place of work (i.e. the office).

Teleworking is a work alternative that can increase employee productivity, reduce absenteeism, and reduce costs for [company name], while offering a more flexible work option for select employees. However, if not properly managed, teleworking can cause a number of problems. Teleworking is encouraged only where it is a clearly viable work option with tangible benefits to the enterprise.

The telework option is not an employee benefit – it is a management option that provides an alternative means to fulfill work requirements. Participating in a telework program is strictly voluntary – all employees have the right to refuse telework. As such, the opportunity to engage in telework must be approved by both the employee and the employee's supervisor, and must demonstrate mutual benefit.

[Company name] reserves the right to terminate a telework arrangement at any time for any reason following [insert number] days notification to the teleworking employee.

The employee's compensation, benefits, work status, and work responsibilities will not change as a result of participation in the telework program.

### Scope

This Telework Policy applies to all teleworking activities of [company name]. All managers, supervisors, and teleworkers should be familiar with the contents of this policy.

### Eligibility

[Full-time/part-time] employees who have completed their probation period and have worked at [company name] for a minimum of [insert time period] are eligible for the telework program. Employees in a training capacity will not normally be approved to participate in the telework program.

The decision to allow an employee to telework will be made by the employee's supervisor on a case-by-case basis. In addition to length of employment, other factors that will be considered in the decision include:

- Overall job performance as documented in performance reviews.
- Degree of self-motivation.
- Degree of organizational, prioritization, and time-management skills.
- Ability to work independently in an unsupervised environment.
- Disciplinary record from the past [insert time period], especially in the areas of reliability, punctuality, and attendance.

Tasks that are highly informational in nature are more suited to telework, including:

- Reading and research.

- Writing, thinking, and analysis.
- Data entry.
- Computer-oriented work, such as programming.

Not all tasks and jobs are suited to telework because they require extensive use of onsite resources, hands-on service, or face-to-face interaction. Due to the nature of their associated tasks, the following job positions are not eligible for the telework program:

- [List job title]
- [List job title]
- [List job title]

## Application Process

To apply for the telework program, [describe application process here]. The telework agreement must be reviewed at least annually to ensure that the agreement continues to be beneficial to both the employee and [company name].

## Hours/Availability

A regular telework schedule must be established and approved prior to the start of the work arrangement by the teleworker's supervisor. The number of hours the employee is expected to work per day, or per pay period, will not change as a result of participating in the telework program.

Teleworking employees are required to work during the core hours of [insert start time] and [insert end time], in addition to hours outside of the core hours required to meet the expected number of work hours for the day or pay period. Teleworkers are [required/not required] to submit time sheets. [If time sheets are required, describe frequency and method of submission.]

Teleworking employees are required to be available by phone during scheduled hours, with the exception of the lunch period. The employee must have an answering machine or service, in addition to call waiting, to ensure unimpeded availability. Teleworkers are required to modify their primary voicemail message to indicate that they may be reached at an alternate phone number or that they will be checking messages regularly. Employees are required to check for messages every [insert number] hours.

Full-time telework is allowed only when necessary and justified (i.e. to accommodate a disability or continuing health problem).

Casual, temporary telework arrangements are permissible under the following circumstances:

- During convalescence from illness or injury.
- While a family member is recovering from an illness or injury and needs at-home assistance.
- During the last few weeks of pregnancy, or immediately after the birth of a child.
- To complete special project work that requires minimal interruptions.
- When the primary worksite is inaccessible or uninhabitable due to construction, accident, inclement weather, or natural disaster.

The supervisor reserves the right to require a teleworking employee to return to the primary work location on a regularly scheduled teleworking day if warranted. If this situation becomes frequent, then the supervisor may re-evaluate the appropriateness of the teleworking for that individual's job responsibilities.

If a teleworking employee is sick while working at home, the employee must report hours worked and use sick leave for hours not worked.

## Work Space

The employee's offsite, secondary work location is to be considered an extension of the primary [company name] work location. Employees must provide a written description of the intended secondary workspace, and submit a photograph of the area to be kept on file. The employee is also responsible for ensuring that the telework arrangement is in accordance with any zoning regulations.

The secondary workspace must provide an adequate working area, lighting, power, and temperature control. Any additional requirements will be stipulated in the Telework Agreement.

The supervisor must be allowed to inspect the offsite workspace with one working day notice as part of the ongoing monitoring process to ensure it meets minimum health and safety standards. The employee promises to maintain safe working conditions at the secondary work location and to practice the same safety habits in the designated secondary workspace as in his/her primary workspace.

## Equipment/Software/Services

[Company name] will provide the following equipment, software, and services at the secondary workspace:

- [Name equipment/software/service]
- [Name equipment/software/service]
- [Name equipment/software/service]

Company-owned/supplied equipment is to be used for [company name] business only. When the telework agreement is terminated, the employee must return all company-owned/supplied equipment and software, and request cancellation of all services paid for by the company, within [insert number] business days.

The teleworking employee may be allowed to use the following personally-owned equipment, software, or service, with the prior approval of his/her supervisor:

- [Name equipment/software/service]
- [Name equipment/software/service]
- [Name equipment/software/service]

Maintenance and repair of personally-owned equipment is the responsibility of the employee. All personally-owned equipment, such as computer hardware and software, must meet [company name]'s configuration and security requirements, namely [describe requirements].

[Company name] will reimburse telework employees for the following costs/services, assuming that the appropriate documentation and receipts are provided:

- [Name cost/service]
- [Name cost/service]

- [Name cost/service]

However, [company name] will not pay for increases in the employee's home utility costs, homeowner's insurance rates, or [name other non-reimbursable costs].

## Liability

[Company name] will continue to be liable for any accidents that occur in the secondary workspace during scheduled work hours while the employee is performing work tasks. [Company name] will not be held responsible for injuries incurred by others in the employee's home during working hours. In the event of an injury while working in the secondary workspace, the employee must contact his/her supervisor immediately (or as circumstances permit) to get instructions for obtaining medical treatment.

## Orientation/Training

[Describe any orientation/training required by managers and employees participating in the telework program.]

## Agreement

Employee's Name: \_\_\_\_\_ Department: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Outlined below are the terms and conditions for teleworking as agreed upon by the participating employee named above and his/her supervisor.

The employee agrees to work at the following location: \_\_\_\_\_

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

The employee will telework \_\_\_\_ days per week. Below is a complete work schedule for both days in and out of the office:

Day	Hours	Location
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Other		

Special schedule requirements: \_\_\_\_\_

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The following duties must be performed by the employee at the secondary location [attach additional documentation if insufficient room]: \_\_\_\_\_

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The following company-owned equipment will be used by the employee at the secondary location:

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The following personally-owned equipment will be used by the employee at the secondary location:

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The employee will be reimbursed for the following costs: \_\_\_\_\_

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The following conditions also apply as agreed upon by the employee and his/her supervisor:

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I, \_\_\_\_\_ (supervisor's name), have reviewed the above information with  
\_\_\_\_\_ (employee's name) prior to his/her participating in [company name]'s telework  
program.

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I, \_\_\_\_\_ (employee's name), have read and understand the Telework Policy, and agree to  
abide by its rules. I also understand that this Telework Agreement is not an employment contract or an  
employment benefit. This agreement is being entered into by me voluntarily, and may be terminated by my  
supervisor at any time, for any reason.

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

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