**Telecommuting Policy Agreement Sample 1**

You have been approved to serve in the ABC Company Telecommuting program. This Agreement, effective from \_\_\_\_\_\_ through\_\_\_\_\_\_\_, is between \_\_\_\_\_\_\_, an employee of ABC Company (hereinafter referred to as "employee") and the\_\_\_\_\_\_\_\_\_\_\_, and allows the employee to telecommute on a (regular or intermittent) basis for the specified time period. The employee voluntarily agrees to perform services for ABC Company as a telecommuter at the approved alternate work site indicated in Enclosure 1 of this Agreement and to adhere to the applicable guidelines and policies. The employee recognizes that such an arrangement is not an employee entitlement but an alternate method the ABC Company may approve to accomplish work. Employee and ABC Company agree to try out the arrangement for a reasonable time period agreed to by the employee and supervisor, unless unforeseeable difficulties require cancellation prior to completion of the trial period. The supervisor may cancel employee's participation at any time due to negative impact on employee's performance, adverse impact on the employee's work group or the work itself, or change in job requirements making the position unsuitable to telecommuting. The supervisor will notify the employee in writing at least two weeks prior to termination of this Agreement. The employee may terminate this Agreement at any time.

1. The employee's official duty station is ABC Company,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The employee's alternate worksite is shown in Enclosure 1 of this Agreement.

1. All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.
2. The employee's timekeeper will maintain a copy of the employee's approved telecommuting schedule. This schedule will be adhered to unless temporarily changed with the approval of the supervisor.
3. The employee understands that he or she may be required to adjust his or her schedule and/or come to the company premises on telecommuting days, as deemed necessary by management.
4. The employee must obtain supervisory approval before taking leave in accordance with established office procedures.
5. The employee will continue in a pay status while working at the alternate work site. If the employee works overtime that has been ordered and approved in advance, he or she will be compensated in accordance with applicable laws and regulations. Failing to obtain proper approval for overtime work may result in nonpayment for work performed and removal from the telecommuting program or other appropriate action.
6. If the employee uses company-owned equipment (indicated in Enclosure 1 of this Agreement), employee will borrow and protect the company equipment in accordance with company policy. If the employee provides his or her own equipment (indicated in Enclosure 1 of this Agreement), he or she is responsible for servicing and maintaining it.
7. The employee may be subject to home inspections by ABC Company safety personnel of the alternate work site during normal working hours to ensure proper maintenance of company-owned property and work site conformance with safety standards and other specifications in these guidelines. The employee will be given at least 24 hours advance notice of the inspection. The notice may be given by telephone call, phone mail (with receipt), e-mail (with receipt) or U.S. Mail
8. The employee understands that he or she is covered under the Federal

Employee's Compensation Act while actually performing official duties at the alternate work site. He or she may qualify for compensation for on-the-job injury or occupational illness in the same manner as employees working at the official work site. Any accident or injury occurring at the alternate work site must be brought to the immediate attention of the supervisor who must investigate reports immediately following notification.

1. The company will not be liable for damages to an employee's personal or real-estate property during the course of performance of official duties or while using

company equipment at the alternate work site.

1. The company will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the designated alternate work site. By participating in this program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the company.
2. The employee agrees to obtain from the primary work site all supplies needed for work at the alternate work site. Out-of-pocket expenses for supplies regularly available at the ABC Company will not normally be reimbursed.
3. The employee will complete all work assignments outlined in Enclosure 1 of this Agreement by the due date specified and in accordance with guidelines, standards and metrics stated in the employee's performance plan.
4. The employee's job performance will be evaluated on job elements and performance criteria determined by the supervisor in conjunction with the employee.
5. The employee's most recent performance rating on record must be "meets" expectations in order to continue in the telecommuting program.
6. The employee's current performance plan applies to work completed at the official work site as well as the alternate work site.
7. The employee will apply approved and reasonable safeguards to protect
8. company records from unauthorized disclosure or damage.
9. Classified data may not be taken to or accessed from the alternate work site. This also applies to source selection information or contractor bid or proposal information for competitive procurements unless prior approval is obtained from the source selection official or designee.
10. The employee agrees to limit performance of officially assigned duties to the official work site or alternate work site. Failure to comply with this provision may result in loss of pay, termination of the Telecommuting Agreement, and/or other appropriate disciplinary action.

The employee agrees to adhere to the terms outlined in Enclosure 1 of this Agreement.

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Administrative Supervisor Code Date

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Technical Supervisor (if applicable) Code Date

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Employee Code Date