

## TELECOMMUTING AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

**Employer:**

[NAME OF EMPLOYER]

Address:

Phone Number:

Fax Number:

**Employee:**

[NAME OF EMPLOYEE]

Address:

Phone Number:

Fax Number:

WHEREAS Employee is employed by Employer in the position of \_\_\_\_\_, and has been employed by Employer for a period of at least \_\_\_\_ months and is therefore eligible to take part in Employer's telecommuting program (the "Program");

AND WHEREAS Employee wishes to participate, and Employer agrees to allow Employee to participate, in the Program, on the following terms and conditions;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

**1. Duration**

This Agreement will be effective for a period of \_\_\_\_\_, beginning on \_\_\_\_\_ [*insert start date*] and ending on \_\_\_\_\_ [*insert end date*] (the "Initial Term"). At the expiry of the Initial Term, the parties will participate in a review of Employee's performance and, if the parties mutually agree, this Agreement may be renewed for an additional term of \_\_\_\_\_ (a "Renewal Term"). This review and renewal process may be repeated for as many additional Renewal Terms as the parties see fit.

**2. Hours of Work; Location**

Employee agrees to work on the days and during the hours set out in the Work Schedule attached hereto and made a part of this Agreement by reference. Employee shall perform his/her duties and shall remain accessible by telephone, email, pager, or otherwise at the telecommuting location during all designated work hours.

**3. Adjustments to Schedule**

Management requirements will take precedence over the Work Schedule and telecommuting arrangements specified in this Agreement in the event of a scheduling conflict. If management determines that it is necessary to adjust Employee's Work Schedule at any time (including hours to be worked, work assignments, and location), every effort will be made to ensure that reasonable notice is given prior to any such adjustment.

**4. Pay Calculations; Attendance Records**

Employee's pay, leave and travel entitlement will be calculated on the basis of hours worked according to the attached Work Schedule. For timekeeping purposes, Employee's time will be recorded as if all hours worked were performed by Employee at Employer's principal business location (the "Workplace").

**5. Leave**

If Employee is sick and unable to work from the telecommuting location, Employee must report each such absence as if Employee was attending for work at the Workplace. Any use of sick leave, vacation, compensatory time off, or any other type of leave is subject to approval by Employee's Supervisor.