Telecommuting policy

In order to adapt to a suddenly working-from-home workforce, Momentum Law Group has developed this fully customizable Telecommuting Policy to help our clients navigate shifting business practices.

Simply fill-in-the-blanks and drop this document on your own letterhead and you will have updated a key part of your operations for the future of telecommuting.

With our compliments,

The MLG Team  
 connect@momentumlawyers.com

**{ENTITY NAME}**

*a {JURISDICTION OF FORMATION} {TYPE OF LEGAL ENTITY}*

**TELECOMMUTING POLICY**

{ENTITY NAME} (“{NICKNAME}”) believes that telecommuting may, under certain circumstances, be a good option for our employees when working onsite isn’t practical, necessary, or possible. This Telecommuting Policy (the “Policy”) covers the general guidelines regarding working outside of our {office}{store}{location} (whether at home, a coffee shop or elsewhere). Please note, however, that the Policy cannot and does not address every possible situation or question and your receipt of this Policy isn’t {NICKNAME}’s consent that you may work remotely.

*Overview*

The implementation and use of this Policy does not change the conditions of employment or required compliance with policies and, to the extent applicable, all of {NICKNAME}’s policies, rules, and practices shall apply to any work performed offsite. In addition to {NICKNAME}’s other policies or agreements in place with you, the following terms and conditions shall apply to the remote work arrangement between us:

*Details*

1. **Eligibility.** In order to be eligible to telecommute, of course, you must have the capability of performing the tasks and work that you are normally responsible for while at your regular work site (office, store, etc.) (the “Work Site”) when you are offsite. Accordingly, you must possess the appropriate equipment, either personally or as provided by {NICKNAME}, to allow your job to be performed remotely.
2. **Other Policies.** You agree to continue to abide by all applicable {NICKNAME} information technology, security, privacy, confidentiality, computer software, license, copyright, and computer virus protection policies and procedures.
3. **Schedule.**  If you are an exempt employee, we ask that you get your work done in a manner that works well for both you and your team. If you are a non-exempt employee, you agree that you will work the same number of hours as you would have otherwise have been scheduled, i.e., you will not work in excess of the prescheduled number of hours assigned to you, unless you receive permission from {NICKNAME}. Please note that your failure to obtain proper approval for excess hours may result in the termination of your ability to telecommute and may also include appropriate disciplinary action.
4. **Inability to Work.** If you are unable to work due to illness, dependent care responsibilities, or any other reason, you must take paid leave (to the extent you have any available to you) or unpaid leave. To the extent you can, please discuss a known inability to work with your supervisor in advance.
5. **Return to Work Site.** Notwithstanding anything contained herein, we may ask that you: (a) from time to time or (b) permanently return to the Work Site based upon our operational requirements.
6. **Equipment.** {NICKNAME} may provide (i.e., loan) specific tools and equipment for you to perform your job remotely. This could include computer hardware, software, connectivity to host applications, and other applicable software or equipment as deemed necessary. The use of such equipment, software, and/or supplies, when provided by us for your use at the remote work site is for your use only and should only be used for purposes relating to {NICKNAME}’s business and not for personal purposes. If you use your own equipment, tools or supplies, you will be responsible for the maintenance and repair of the same (as more fully described below).
7. **Costs.** Unless otherwise agreed to in writing by {NICKNAME}, you are responsible for all costs associated with your working remotely. More to the point, {NICKNAME} will not be responsible for operation, maintenance, or any other costs, including, but not limited to, utilities, phone or internet, or printing, necessary for you to work remotely. Further, {NICKNAME} shall not be liable for damages to your personal or real property while you are teleworking.
8. **Productivity.** Working remotely for some people can lead to ever more productivity, while for others, it can be a detriment to their productivity. In order for this to work, we need your commitment that you will provide the same (if not an even better) level of productivity and work quality while working remotely. If productivity and/or work quality begin to decline, we may have to revisit your ability to work remotely.
9. **Business Meetings.** Prior to or when you begin to work remotely, you and your supervisor and other team members should determine a regular meeting schedule, which may be revised by your supervisor from time to time. For your safety, no in person business meetings of any kind should be held in person within your home or any other private space (outside of the Work Site).
10. **Status Quo.** Your salary, benefits, workers’ compensation, sick leave, annual leave, and other employee insurance, to the extent that any such benefit was conferred upon you prior to the implementation of this Policy, are not impacted solely by virtue of your working remotely, however, if business needs necessitate a change to any of the foregoing, we may be forced to do so.
11. **Intellectual Property.** As is the case when you are working at the Work Site, intellectual property developed or conceived of while you are working at the Remote Work Site is the exclusive property of {NICKNAME}. Such intellectual property includes patent, copyright, trademark, and all other intellectual property rights as manifested in memos, designs, plans, strategies, products, computer programs, documentation, and other {NICKNAME} materials.
12. **Termination of this Policy.** {NICKNAME} may terminate this Policy at any time upon notice to you.

**READ, ACKNOWLEDGED AND AGREED:**

Employee’s Name:

Date: