

TELECOMMUTING POLICY

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This Telecommuting Policy (this "**Policy**") is issued as of [EFFECTIVE DATE] (the "**Effective Date**") by [COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"), and applies to each employee approved to work remotely (each, a "**Telecommuter**" or "**Employee**"). Where an Employee signs the acknowledgment below, the Company and that Employee are each a "**Party**" and together the "**Parties**."

Recitals. The Company permits eligible employees to perform some or all of their work away from a Company facility ("**telecommuting**" or "**remote work**") where doing so supports business needs without compromising performance, security, or compliance. This Policy describes who is eligible, the expectations that apply, and the conditions under which remote work may be approved, changed, or ended. This Policy does not alter the at-will nature of any employment and does not create a contract of employment, except as required by applicable law. By signing the acknowledgment, the Employee agrees to follow this Policy.

1. Scope and Eligibility

1.1 Scope. This Policy applies to employees the Company approves to telecommute on a full-time, hybrid, or occasional basis. It supplements, and does not replace, the Company's other policies, including its employee handbook and information-security policies.

1.2 Eligibility. Telecommuting is a privilege, not an entitlement. Eligibility depends on the nature of the role, the Employee's performance, and business needs. The Company may decline, approve, or condition any telecommuting arrangement in its discretion, consistent with applicable law.

1.3 Approval. An Employee must obtain written approval from [MANAGER / HR] before telecommuting. Approval specifies the schedule, the approved remote work location, and any role-specific conditions.

2. Work Schedule and Availability

2.1 Working hours. The Telecommuter will work the hours stated in the approval or as otherwise scheduled, and will be reachable and available during core business hours of [e.g. 9:00 a.m. to 5:00 p.m. local time], unless a different schedule is approved.

2.2 Timekeeping. Non-exempt Employees will accurately record all hours worked, including start and end times and meal and rest breaks, in accordance with Company timekeeping procedures and applicable wage-and-hour law. Off-the-clock work is not permitted.

2.3 Overtime. Non-exempt Employees must obtain advance approval before working overtime. The Company will pay all overtime required by applicable law.

2.4 Meal and rest breaks. Telecommuters will take all meal and rest breaks required by applicable law and will record them as required.

3. Workspace, Safety, and Expenses

3.1 Designated workspace. The Telecommuter will maintain a safe, ergonomic, and distraction-appropriate workspace at the approved location suitable for performing job duties.

3.2 Safety. The Telecommuter will keep the workspace free of hazards and will report any work-related injury promptly in accordance with Company procedures. Work-related injuries may be covered by workers' compensation as required by applicable law.

3.3 Equipment. The Company **[will provide / will not provide]** the equipment listed in the approval. Company-provided equipment remains Company property, will be used only for Company business consistent with policy, and will be returned on request or at the end of employment.

3.4 Expense reimbursement. The Company will reimburse necessary business expenses to the extent required by applicable law and Company policy, including any required reimbursement of a reasonable portion of **[internet / phone / supplies]**. The Employee will submit documentation as required.

4. Data Security and Confidentiality

4.1 Security measures. The Telecommuter will protect Company and customer information by using approved devices, secure networks, current security software, strong passwords, and any required virtual private network or multi-factor authentication.

4.2 Confidentiality. The Telecommuter will safeguard Confidential Information at all times, will not allow unauthorized persons (including household members) to access it, and will comply with the Company's confidentiality and data-protection policies and any applicable confidentiality agreement.

4.3 Incident reporting. The Telecommuter will promptly report any actual or suspected loss, theft, or unauthorized access to Company devices or information in accordance with Company incident-response procedures.

4.4 Acceptable use. The Telecommuter will use Company systems consistent with the Company's acceptable-use policy and understands that the Company may monitor its systems to the extent permitted by applicable law.

5. Performance and Communication

5.1 Performance standards. Remote work does not change the Employee's performance standards, deliverables, or accountability. The same performance expectations and review processes apply.

5.2 Communication. The Telecommuter will remain responsive through approved communication channels, attend required meetings (in person or virtually), and keep the manager informed of progress and availability.

5.3 On-site requirements. The Company may require the Telecommuter to work on site for meetings, training, or business needs on reasonable notice.

6. Tax, Compliance, and Location

6.1 Approved location only. The Telecommuter will work only from the approved remote work location and will obtain written approval before working from a different location, including another state or country.

6.2 Tax and registration. The Employee acknowledges that working from a particular location may affect tax withholding, employment registration, and applicable employment laws. The Company may decline locations that create undue legal or tax burden and may adjust terms to comply with the laws of the work location.

6.3 **Compliance with local law.** This Policy is applied consistent with the employment, wage, safety, and privacy laws of the jurisdiction where the Telecommuter works, which may vary. Where local law provides greater protections, that law controls.

7. **Changes, Termination, and General Terms**

7.1 **Modification or revocation.** The Company may modify, suspend, or revoke any telecommuting arrangement, or this Policy, at any time in its discretion, consistent with applicable law and any required notice. Revocation of a telecommuting arrangement does not, by itself, end employment.

7.2 **At-will status preserved.** This Policy does not create a contract of employment for any term and does not alter any at-will employment relationship, except as required by a separate written agreement or applicable law.

7.3 **Return of property.** On revocation of telecommuting or the end of employment, the Employee will promptly return all Company equipment, materials, and Confidential Information.

7.4 **Governing law.** This Policy is governed by the laws of the State of [STATE] and the jurisdiction where the Telecommuter works, without regard to conflict-of-laws rules.

7.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. The Company's failure to enforce a provision is not a waiver.

7.6 **Acknowledgment.** By signing below, the Employee acknowledges receiving, reading, and agreeing to follow this Policy. This Policy may be acknowledged by electronic signature, which is treated as an original.

ACKNOWLEDGMENT

The undersigned acknowledge this Telecommuting Policy as of the date(s) below.

COMPANY	EMPLOYEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: N/A
Date: _____	Date: _____

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