

Company Name
Company Logo

Sample Work-from-Home Agreement

This agreement between [Employee Name] "EMPLOYEE" and [Company Name] "COMPANY" will document our understanding and agreement with regard to Work from Home. The authorization for establishing a Work-from-Home arrangement is the [company policy document], and the terms of this agreement are subject to the provisions of the [company policy document].

The period of this agreement is [X to X]. This agreement is entirely voluntary and subject to the COMPANY's discretion and may be terminated by EMPLOYEE or COMPANY at any time.

Under the terms of this agreement EMPLOYEE may work from home at [home address] and can be reached by COMPANY cell phone number [contact phone].

EMPLOYEE will designate a workspace at home for use while working from home. This work area must be in a quiet area, free from disruption and maintained in a safe condition, free from hazards and other dangers to EMPLOYEE and to any COMPANY owned equipment that may be assigned. Any accident must be brought to the immediate attention of the supervisor.

The schedule for the working days will be as follows: [Days of the Week and Hours]. EMPLOYEE will take the appropriate breaks including [length of time] for lunch. COMPANY agrees that with appropriate and timely notification and mutual agreement this schedule may be adjusted.

Parties agree that phone calls and emails will be completed during COMPANY office hours of [hours] using COMPANY provided [provided equipment – laptop, cellphone etc.]. Some work product may be performed outside of the designated office hours, but the total time worked may not exceed the hours designated to be worked at home. Parties agree to comply with the COMPANY's policy regarding overtime and you will not work excess hours without prior authorization.

Parties agree that EMPLOYEE will provide a [time interval] written summary of the work accomplished/completed or complete a Work-from-Home activity log at the request of COMPANY.

If for any reason the circumstances change or are altered from those that are established in this agreement, and EMPLOYEE is unable to assume duties or continue duties at any time they are responsible to immediately notify their supervisor or Human Resources.

EMPLOYEE is expected to maintain the security and confidentiality of any documents taken from work to home and will protect and maintain the security of any data belonging to the COMPANY in whatever form the data occurs. In the event any documents or files are taken home, EMPLOYEE is responsible to return to the COMPANY all documents and files as soon as possible through the duration of the agreement and immediately on expiration of the agreement.

EMPLOYEE is expected to exercise caution regarding personal safety when moving between their designated work area and other parts of the home where they are working. EMPLOYEE remains liable for injuries to third persons and/or members of their family or others on the premises of their home.

EMPLOYEE agrees to use any assigned equipment appropriately and not for any other purpose but to perform work related tasks. EMPLOYEE may obtain all needed office supplies from the office. The use of equipment, software, data, supplies and furniture, when provided by the COMPANY for use at home for work as described in this agreement is limited to use by EMPLOYEE alone for purposes relating to COMPANY business. COMPANY is responsible for maintenance of and will replace or provide repairs to company-owned equipment that is not functioning properly. In the event there is a delay in repair or replacement of equipment such that it becomes impossible for EMPLOYEE to work from home, the conditions of this agreement may be adjusted, suspended, or rescinded.

EMPLOYEE agrees and affirms that persistent and sufficient access to Wi-Fi/internet is available in the home to be able to perform the work proposed. COMPANY [will or will not] assume or reimburse any costs associated with providing Wi-Fi/internet access to the home.

COMPANY is not responsible for the payment of utilities or home maintenance costs at EMPLOYEE's home.

Parties acknowledge and agree that this Work-from-Home agreement is entirely voluntary and provided in the sole discretion of management and may be terminated at any time by either party.

EMPLOYEE's duties, obligations, responsibilities and conditions of employment with COMPANY will remain unchanged during the period of approved Work from Home. EMPLOYEE agrees to comply with all existing job requirements as are in effect in the office. Salary Compensation, benefits and any insurance coverage shall remain unchanged during the term of this agreement.

Work hours, overtime compensation and vacation schedule will conform to the requirements of State and Federal law, if applicable, the personnel and any other applicable COMPANY policies, and as provided for in this agreement. Worker's compensation liability for job related accidents will continue during the Work-from-Home work hours and term of this agreement. Requests for overtime, sick leave, vacation, or other leave must be approved in the same manner as currently required regardless of work location.

EMPLOYEE agrees to comply with all COMPANY rules, policies, practices, and instructions. Violation of such rules, policies etc. may result in canceling this Work-from-Home agreement and/or disciplinary action up to and including termination of employment.

EMPLOYEE acknowledges and agrees that individual tax implications related to working from home, if any, are the sole responsibility of EMPLOYEE who may consult a tax advisor.

EMPLOYEE acknowledges and agrees that working from home is not a substitute for childcare and that, except in emergencies, care for young children living at home will be provided outside of the workspace while Work-from-Home is taking place.

EMPLOYEE may be asked to submit a photo of their home workspace. Additionally, with advanced notice, a COMPANY representative is authorized to make on-site visits to EMPLOYEE’s home to view the workspace and determine that it is safe and free from hazards and to maintain, repair, inspect or retrieve company-owned property, including but not limited to, equipment, software, data and/or supplies.

This agreement shall be effective [date], if signed by all the parties.

I have read, understand and agree to the above conditions:

Employee

Date

Supervisor

Date

511 Contra Costa provides these free employer resources to assist businesses exploring flexible work options for their employees. Employers should review the legal, financial and personnel issues associated with Work-from-Home and flexible schedules with professionals equipped to understand their specific business needs.