

# TELEWORK AGREEMENT

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**Employee Name:** \_\_\_\_\_

**Effective Dates:** \_\_\_\_\_ to \_\_\_\_\_

**Manager/Supr. Name:** \_\_\_\_\_

**Telecommuting Schedule (circle):**

Sun - M - Tu - W - Th - F - Sat

**Position:** \_\_\_\_\_

**Hours:** \_\_\_\_\_ AM to \_\_\_\_\_ PM

**Department:** \_\_\_\_\_

**Designated Workspace(s):**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Telework Agreement (hereinafter "Agreement") is entered into on **[DATE]**, by and between **[EMPLOYER]** (hereinafter "Company") and **[EMPLOYEE]** (hereinafter "Employee").

## Recitals

Employee agrees to use an alternative work site that enables Employee to perform work comparable to that practiced on-site at a typical workstation at Company's facilities.

Employee understands that Employee is a representative of Company, whether working remotely or on Company premises, and Employee agrees to always represent Company appropriately.

Employee agrees to abide by all applicable guidelines and policies as outlined in Agreement and in Company's Work from Home Policy.

## Terms of Teleworking

All duties, obligations, responsibilities, and conditions of employment apply regardless of where the work is performed. This includes, but is not limited to, pay/salary, benefits, attendance requirements, position duties and performance standards, completion of work assignments, and adherence to Company's Employee Handbook and Company policies and procedures.

# TELEWORK AGREEMENT

**[Employee agrees that Employee will not work overtime unless receiving prior written approval from a manager or supervisor. Employee understands that fail to obtain such prior approval may result in termination of this Agreement and/or other appropriate action from Company.]**

Work hours, overtime compensation, use of sick leave, reimbursement and approval for use of vacation will conform to policies as outlined in Company's Employee Handbook and/or Employee's contract of employment with Company. Employee also understands that teleworking is not a substitute for caring for an employee's dependent(s), and Employee agrees to actually be working during work hours, except for designated break and rest periods.

## **[Temporary Modification of Job Duties and Responsibilities**

**Employee understands and agrees to the following temporary modifications to Employee's job duties and/or responsibilities while teleworking (attach additional pages if necessary):]**

_____	_____
_____	_____
_____	_____
_____	_____

## **Communication**

Employee agrees to be accessible during the scheduled telework hours by phone and email **[any other applicable medium]**. Messages and emails should be checked no less than every **[\_\_\_\_ hours]** during scheduled telework hours and responded to in a timely manner.

## **Equipment and Services**

Employee may use Company equipment at the designated workspace with approval of the Company. Employee agrees that all equipment and supplies furnished by the Company is property of the Company. Employee agrees not to sell, lease, assign, or transfer such Company equipment or materials to any third party.

Employee agrees to take full responsibility for all equipment and materials provided by Company and will exercise reasonable care in maintaining and protecting Company equipment against damage, and exercise reasonable judgment to protect the Company equipment from unauthorized or accidental use. Company owned equipment will be serviced and maintained by the Company.

Employee will use the equipment owned by the Company listed below. Any pick-up/drop-off arrangements of this equipment are instructed as follows (attach additional pages if necessary):

_____	_____
_____	_____
_____	_____
_____	_____

## **TELEWORK AGREEMENT**

Employee shall submit a written request to Company if the Employee needs additional equipment. Upon approval, the updated equipment list shall be signed by Employee and Employee's manager (or other direct supervisor), dated, and attached to this Agreement and will be incorporated herein by reference.

### **Workspace and Safety**

Employee agrees to ensure the Employee has an ergonomically sound and safe workspace that is free from hazards and other dangers. The Company has a right to inspect, either physically or electronically, the designated workspace (with 48 hours advance notice) to ensure that the workspace is safe and free from hazard, and to inspect, repair, maintain, or retrieve any Company equipment or materials.

Employee agrees to promptly report any injuries sustained during their designated work hours at the remote work location to Employee's manager (or direct supervisor), in accordance with policies as outlined in the Company's Employee Handbook.

### **Equipment and Information Security**

Employee agrees to strictly adhere to all Company data privacy, security, and confidentiality policies. Employee will take all precautions necessary to secure confidential and proprietary to Company and prevent any unauthorized access to any Company equipment or systems from Employee's workspace. Employee must report to the Company any unauthorized access or use, or suspected unauthorized access or use, at the earliest reasonable opportunity. Any loss, damage, or destruction of Company equipment or materials should be reported to Company at the earliest reasonable opportunity.

Employee agrees that release or destruction of any information should be handled according to the procedures outlined in Company's Employee Handbook.

### **Worker's Compensation**

During work hours and while performing work-related duties in the designated workspace, Employee is covered by worker's compensation. Employee must report any work-related injury to Employee's manager (or direct supervisor) at the earliest reasonable opportunity.

### **Liability**

Company assumes no liability for injuries to Employee in Employee's residence and/or designated workspace that are outside of the employee's agreed-upon work hours. Company assumes no liability for loss, destruction, or injury that may occur in Employee's residence and/or designated workspace, including injury to Employee's family members, visitors, pets, or any of Employee's personal and/or real property.

### **Insurance**

Employee agrees to provide all appropriate liability, theft, and damage insurance at the Employee's own expense. Employee agrees to hold Company harmless for any liability to third parties arising out of the Agreement.

# TELEWORK AGREEMENT

## Terms of Agreement

This Agreement may be suspended or terminated at any time for any reasons as the discretion of the Company.

Employee understands that remote work is not an employee right, but a discretionary work arrangement, and accepts the conditions set forth in this Agreement and the Work from Home Policy. **[Employee understands that this Agreement does not alter the at-will nature of Employee's employment.]**

## Governing Laws

This Agreement shall be construed in accordance with, and governed by, the laws of the State of **[STATE]**.

## Signatures

By signing below, Employee acknowledges that Employee has read and understood, and accepts the terms of this Agreement, and that Employee was provided a copy of this Agreement.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager/Supervisor Signature

\_\_\_\_\_  
Date