

EMPLOYER NAME

Teleworker Agreement with _____ (employee name)

Employee agrees to perform services for Employer as a "teleworker." This agreement spells out the basic terms and conditions under which _____ (employee name) (hereafter "Teleworker") will be teleworking for _____ (Employer name) (hereafter "Employer").

This agreement is effective _____, 20____, and remains in effect until _____, 20____ while _____(employee name) teleworks and is employed by _____(Employer), unless the agreement is terminated earlier.

Teleworking is available only to eligible employees and is offered at Employer's sole discretion. Teleworking is not available to the entire organization. As such, no employee is entitled or guaranteed the opportunity to telework.

Termination of Agreement - Either party may terminate Teleworker's participation in the program, with or without cause, upon reasonable notice in writing to the other party. Employer will not be held responsible for costs, damages or losses resulting from terminating this teleworking program. This Agreement is not a contract of employment and shall not be construed as such.

Salary, Job Responsibilities, Benefits - Teleworker agrees to comply with all existing job requirements as are in effect in the office. Salary and benefits will not change because of involvement in this telework program. Specific job responsibilities may only be modified with the agreement of Teleworker's supervisor.

Work hours, Overtime, Vacation - Work hours are not expected to change during the program. In the event that overtime is anticipated, it must be discussed and approved in advance with the Teleworker's manager, just as any overtime scheduling would normally be approved.

Work Schedule - The daily work schedule for the days when working remotely or at home is subject to approval by Teleworker's manager. The manager may require that Teleworker work certain "core hours" and be accessible by telephone or otherwise during those hours.

Equipment – Teleworker must have all necessary equipment in a suitable home or remote office location to do their jobs. Employer may elect to provide computer, software, and other equipment needed for teleworking. If the Employer provides such property or equipment, these items remain the property of the Employer and must be returned to the company upon request. Any computer, software, or other equipment or supplies provided by Employer are provided for the sole use of the Teleworker to perform their jobs.

Employer-owned software may not be duplicated except as formally authorized. Employer will be responsible for insurance and maintenance of all company-provided equipment. Teleworker may use personal equipment for teleworking purposes. In such cases, Teleworker will be responsible for the maintenance and insurance required for such equipment.

Workspace - Teleworker agrees to designate a workspace within their remote work location that is quiet and free from interruption, and for placement and installation of equipment to be used while teleworking. Teleworker agrees to maintain this workspace in a safe condition, free from hazards and other dangers to Teleworker and equipment. Employer may approve the site chosen as Teleworker's remote workspace. If requested, Teleworker shall submit photos of the home workspace to their manager prior to commencing teleworking.

Teleworker agrees that Employer can make on-site visits (with advance notice) to the remote work location for the purpose of determining that the site is suitable for telework, safe and free from hazards, and to maintain, repair, inspect, or retrieve employer-owned equipment, software, data or supplies. In the event the Teleworker fails to return employer-owned property or equipment upon demand, and legal action is required to regain possession of this property or equipment, Teleworker agrees to pay all costs incurred by Employer, including attorney's fees, should Employer prevail.

Any Employer-owned or provided materials taken home or to the remote work location should be kept in the designated work area and not made accessible to others.

Office Supplies - Office supplies will be provided by Employer as needed. Teleworker's out-of-pocket expenses for other supplies will not be reimbursed except with prior approval of Teleworker's manager.

Liability for Injuries - Teleworker understands that they remain liable for injuries to third persons and/or members of their family on Teleworker's premises. Teleworker agrees to defend, indemnify and hold harmless Employer, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by Teleworker or by Teleworker's willful misconduct, negligent acts or omissions in the performance of the Employee's duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the Employer.

Dependent Care - Teleworking is not a substitute for dependent care. Teleworker will not be available during company core hours to provide dependent care or supervision.

Income Tax - It will be the Teleworker's responsibility to determine any income tax implications of maintaining a home office area. Employer will not provide tax guidance nor will Employer assume any additional tax liabilities. Teleworkers are encouraged to consult with a qualified tax professional to discuss any income tax implications.

Evaluation - Teleworkers are required to participate in any employer studies, surveys, training, inquiries, reports and analyses relating to this telework program.

Teleworker remains obligated to comply with all of Employer's rules, practices, instructions and this Agreement. Teleworker understands that violation of any of the above may result in terminating this arrangement.

Name of Teleworker _____

Conditions for teleworking agreed upon by the teleworker and his/her supervisor:

1. The employee agrees to work at the following address and location within their home:

2. The employee will telework _____ days per week.

3. The employee's work hours will be from _____ a.m. to _____ p.m.

4. The following are the assignments to be worked on by the employee at the remote location, with expected delivery dates:

5. The following equipment will be used by the employee at the remote location:

6. The employee agrees to call the central office to get his/her messages at least _____ times per day.

7. The employee agrees to check and respond to e-mail messages at least _____ times per day.

8. The employee agrees to get all supplies needed for teleworking from the company office. Reimbursement for out-of-pocket expenses for supplies will need prior supervisory approval.

9. Additional conditions agreed upon by the telemanager and teleworker are as follows:

I have reviewed the teleworker agreement with _____ prior to his/her participation in the company's teleworking program.

Date Supervisor Name Signature

The above material has been discussed with me.

Date Employee Name Signature

I have read and understand this agreement and accept its conditions.

Employee name ("Teleworker") Date

I have reviewed the terms of this agreement with _____ (Employee name)

Supervisor name Date

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