

sample telework agreement

This Agreement, effective the ____ day of _____, _____, by and between _____ (Employee), and the _____ (Company), acting by and through _____, the Employee's duly authorized supervisor (Supervisor), establishes the respective obligations of the parties under the Company's telework program. Employee has volunteered to work as a "teleworker" at a location other than the usual company work address, such location being described in the Teleworker's Assignment, attached hereto and made a part hereof for all purposes.

This agreement is not an employment contract or a guarantee of employment and is not to be construed as such. The Company is an "at will" employer. The unenforceability of any provision of this agreement shall not affect the remainder of the agreement.

Both parties will abide by the Company Human Resources Manual and any changes thereto. In case of a conflict between the manual and this agreement, the manual will control.

Termination of an Employee's participation in the telework program is not, by itself, grounds for a complaint or subject to appeal.

Work Location

The terms "remote work location" or "remote workplace" shall mean Employee's home or other location approved by Employee's supervisor. The term "onsite" shall mean Employee's usual and customary Company work address.

The Company must approve the site chosen as Employee's remote workplace. Employee agrees that the Company may make onsite visits to the remote workplace during the teleworker's work hours. Any visits shall be made at a mutually agreeable time for the purposes of picking up or delivering work, equipment, or materials, evaluating the telework arrangement, or checking or maintaining Company-owned equipment.

Employee must work onsite when not at the remote workplace. Employee's supervisor shall ensure that Employee has an adequate work area when onsite.

Supplies and Equipment

The Company may, at its sole discretion, choose to purchase equipment and related supplies for use by Employee or may permit the use of Employee-owned equipment. Costs of supplies purchased by Employee shall not be reimbursed without prior approval.

The decision as to the type, nature, function and/or quality of electronic hardware, computer software, data, and telecommunications equipment used (e.g., telephone lines) shall rest entirely with the Company. The decision to remove or discontinue use of such equipment, data, and/or software shall rest entirely with the Company.

Employee shall use only approved communication software when connecting with the Company's network.

Equipment, software, and supplies provided by the Company for use at the remote workplace shall be limited to use by authorized persons for purposes related to official Company business.

Employee agrees that all Company-owned data, software, equipment, facilities, and supplies will be properly protected and secured. Company-owned data, software, equipment, and supplies shall not be used to create Employee-owned software or personal data. Company software shall not be duplicated. Products and programs developed while teleworking for the Company shall become the property of the Company.

In the event of equipment failure or malfunction, Employee shall immediately notify the Company so that the equipment may be repaired or replaced as necessary. In the event of delay in repair or replacement, or any other circumstance under which it would be impossible or impractical for Employee to telework, Employee may be assigned other work and/or assigned to another location, at the Company's sole discretion.

In the event that legal action is required to regain possession of property owned by the Company, Employee shall pay all costs incurred by the Company, including attorney's fees, should the Company prevail.

Work Hours and Compensation

Schedule changes may be made at the supervisor's discretion. In every case, the operational needs of the Company shall take precedence over telework.

Compensatory time must be approved in advance in accordance with Company policy.

Work hours, overtime compensation, and vacation schedules shall conform to existing policies and procedures and the terms of this Agreement. Employee's salary, retirement, benefits, and state-sponsored insurance plans remain unchanged.

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Safety and Liability

The Company does not assume liability for loss, damage, or wear of Employee-owned equipment. Employee is responsible for proper operation of Company-owned equipment and shall be liable for any damage or loss caused by Employee's intentional wrongful or negligent act. Employee is not required to insure Company-owned property; however, any loss of Company-owned property that is paid by Employee's homeowner's policy will be reimbursed to the Company.

Employee shall designate a workspace within the remote workplace and shall maintain this workspace in a safe condition, free from hazards, and other dangers to Employee and equipment. Employee shall maintain the same environment in the remote workspace as he or she would onsite. Employees are subject to the same Company policies and procedures regardless of work location.

Furniture, lighting, environmental protection, and household safety equipment incidental to use of Company equipment, software, and supplies shall be appropriate for its intended use and shall be used and maintained in a safe condition, free from defects and hazards.

Employee shall notify supervisor immediately in case of injury.

Employee Duties and Obligations

Employee shall be held responsible for official documents and shall be subject to disciplinary action for any loss of these documents that is attributable to Employee's actions.

Employee shall comply with all applicable laws, policies, and instructions regarding conflicts of interest and confidentiality.

Employee shall participate in telework surveys, reports or analyses relating to telework for the Company, as requested.

Employee shall comply with all Company rules, policies, practices, instructions, telework guidelines, and this Agreement. Employee understands that violation of such may result in cancellation of this Agreement and/or disciplinary action, up to and including termination of employment.

Termination of Agreement

This is a voluntary program. This Agreement shall remain in effect for six months unless terminated by either party, with or without cause, under the terms set forth in this agreement.

The Company reserves the right to terminate the agreement at any time, with or without notice for any individual Employee or as a program. The Employee may terminate this agreement at any time with 10 working days' notice.

The Company will not be held responsible for costs, damages, or losses associated with the termination of this Agreement.

Upon termination of this Agreement by either party, Employee shall return to the Company all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, supplies, and all other Company documents in Employee's possession or control.

The Teleworker Assignment form shall become an attachment to this agreement.

I affirm by my signature below that I have read this agreement and understand its subject matter.

Employee's Signature

Date

Supervisor's Signature

Date

Department Director's Signature

Date