

# Teleworker Agreement

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This agreement is between \_\_\_\_\_, henceforth known as “the Employee,” an employee of \_\_\_\_\_, henceforth known as “the Employer,” who works in the \_\_\_\_\_ Department/Division.

The parties agree as follows:

## **Scope of Agreement**

The Employee agrees to perform services for the Employer as a “teleworker.” The Employer agrees that teleworking is voluntary and may be terminated at any time, either by the Employer or the Employee, with or without cause.

## **Term of Agreement**

This Agreement shall become effective as of the date approved, and shall remain in full force and effect, as long as the Employee teleworks, or until the agreement is terminated.

## **Termination of Agreement**

The Employee’s participation as a teleworker is entirely voluntary. Teleworking is available only to eligible employees at the Employer’s sole discretion. Teleworking is not an employee benefit intended to be available to the entire organization. As such, no employee is entitled to or guaranteed the opportunity to telework. Either party may terminate the Employee’s participation in the program, with or without cause, upon reasonable notice, in writing, to the other party. The business will not be held responsible for costs, damages, or losses resulting from cessation of participation in the teleworking program. This Agreement is not a contract of employment and may not be construed as such.

The Employer may terminate this Teleworking Agreement at any time without cause, providing the Employee with at least 24-hours written notice.

## **Primary Workplace**

The Employee’s primary place of work during the term of this agreement is:

Remote Office:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
provide address here

Or,

Home Office:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
provide address here

## **Salary, Job Responsibilities, Benefits**

There will be no change in salary, job requirements, and benefits because of teleworking; regular salary reviews should occur as scheduled. The Employee will be entitled to any company-wide benefits changes that may be implemented. The Employee agrees to comply with all existing job requirements as now are in effect in the Employer’s offices.

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## ***Work Hours, Overtime, Vacation***

Work hours are not expected to change during the Employee's participation in the program. In the event that overtime is anticipated, this must be discussed and approved in advance with the supervisor if so required by departmental/office-wide policy, just as any overtime scheduling would normally have to be approved.

## ***Work Schedule***

The daily work schedule for the days when working from a remote office is subject to negotiation with and approval by the Employee's supervisor. The supervisor may require that the Employee work certain "core hours" and be accessible by telephone during those hours.

The Employee is required to identify work schedules on the "Remote Office Procedures" or other form approved by the Employee's supervisor or department prior to teleworking.

## ***Communication***

The Employee and his or her supervisor should establish a plan which details the required frequency and types of communication. This should include expectations related to: work schedules and locations, voicemail messages, attendance at meetings, telephone contact with the business worksite, managerial and other visits to the remote work location. The exchange of written documents, e.g. memos, letters, timesheets, paychecks, etc., and office supplies should also be addressed.

The Employee is required to identify communication procedures on the "Remote Office Procedures" or other form approved by the Employee's manager or department prior to teleworking.

## ***Equipment***

The Employer may provide the necessary computer, modem, software, and other equipment needed for teleworking based on job responsibilities and assignment of the Employee's primary place of work. All provided equipment are the property of, and must be returned to, the Employer upon request.

The Employer is responsible for the repair or replacement of malfunctioning, lost, damaged, or stolen equipment provided by the Employer if the Employee has used and maintained the equipment appropriately. The Employee may be required to bring any equipment needing repair or replacement to the appropriate location. Repair or replacement of any equipment (authorized for work usage), but owned by the Employee will be decided on a case by case basis.

Employer-owned software may not be duplicated except as formally authorized. The Employer will be responsible for insurance and maintenance of all materials provided to the Employee.

Failure by the Employee to return specified equipment within a reasonable period of time and/or provide appropriate compensation to the business after written notification of the termination of this agreement has been received by the Employee may be considered grounds for dismissal.

The Employee must complete the "Hardware and Software Inventory List" prior to teleworking.

## ***Workspace***

The Employee agrees to designate a workspace within his or her remote work location (or primary work location should the Employee's home be designated as the primary place of work) for placement and installation of equipment to be used while teleworking. The Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to the

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Employee and equipment. The Employer must approve the site chosen as the Employee's remote workspace. The Employee is expected to submit three photos of the home workspace to his or her manager/department prior to teleworking.

The Employee must complete the "Remote Office Safety Checklist" prior to teleworking.

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

The Employee agrees that the Employer can make on-site visits (with 48 hours advance notice) to the remote work locations for the purpose of determining that the site is safe and free from hazards, and to maintain, repair, inspect, or retrieve Employer-owned equipment, software, data, or supplies. In the event that legal action is required to regain possession of Employer-owned equipment, software, data, or supplies, the Employee agrees to pay all costs incurred by the Employer, including attorney's fees.

### **Office Supplies**

Office supplies will be provided as needed. The Employee's out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the Employee's supervisor/department.

### **Telephone Calls**

The Employer may provide calling cards, a mobile phone, and/or a messaging service for the Employee's use in business communications. The Employer may provide compensation for operating expenses for Internet service should the teleworker's job responsibilities warrant. The Employer is not responsible for any damage resulting to the Employee's home and/or equipment as a result of providing compensation for this service.

### **Mileage**

Any mileage incurred from the use of the Employee's personal vehicle for work-related travel will be reimbursed at the standard rate as defined by company policy. Mileage is reimbursable for work-related travel within the geographical limits of the business. However, mileage incurred through travel from and to the remote work location and the standard worksite is not reimbursable.

### **Worker's Compensation**

The Employer will be responsible for any work-related injuries under the Commonwealth of Virginia's Worker Compensation Laws, but this liability is limited to injuries resulting directly from work and only if the injury occurs in the designated work area. Any Worker's Compensation claims will be handled according to the Employer's normal procedure for Worker's Compensation claims.

### **Liability for Injuries**

The Employee understands that the Employee remains liable for injuries to third persons and/or members of the Employee's family on the Employee's premises. The Employer agrees to defend, indemnify, and hold harmless, 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 the Employee or by the Employee's willful misconduct, negligent acts, or omissions in the

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performance of the Employee's duties and obligations under this agreement, except where such claims arise solely from the gross negligence or willful misconduct of the Employer.

### **Dependent Care**

Teleworking is not a substitute for dependent care. The Employee will not be available during the hours noted on "Remote Office Procedures" to provide dependent care.

### **Income Tax**

It will be the Employee's responsibility to determine any income tax implications of maintaining a remote office location. The Employer will not provide tax guidance, nor will it assume any additional tax liabilities. The Employee is encouraged to consult with a qualified tax professional to discuss income tax implications.

### **Evaluation**

The Employee agrees to participate in all studies, reports, and analyses relating to this program.

### **Confidentiality**

The Employee must maintain appropriate confidentiality of all work-related information, including written documents, automated data and verbal transactions. Written information must be maintained in a locked file box or cabinet provided by the Employer and automated data should remain secure. Any verbal transactions, including phone conversations, will be conducted in a private area. The Employee is responsible for ensuring that third parties do not have access to any confidential, client-related information.

### **Modifications to this Agreement**

The Employee's supervisor/department maintains the authority to monitor this Agreement and modify any portion of it if necessary.

The Employee must complete all forms required by the Employer prior to teleworking under this agreement.

The Employee remains obligated to comply with all the Employer's rules, practices, instructions, and this Agreement. The Employee understands that violation of any of the above may result in preclusion from teleworking.

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

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

Department

Director: \_\_\_\_\_

Date: \_\_\_\_\_