Telework Agreement

This agreement, effective Click here to enter a date., is between Click here to enter text., an employee (referred to as “Employee”) and, Click here to enter text. referred to as “Employer.”

**Scope of Agreement**

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

**Term of Agreement**

This Agreement shall become effective as of the date written above, and shall remain in full force and effect for the duration of the Employee’s employment unless terminated.

**Termination of Agreement**

Employee’s participation in telework is voluntary. Teleworking is available only to eligible employees, at 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 Employee’s participation in the program, with or without cause, upon reasonable notice in writing to the other party. Employer will not be held liable for the costs, damages, or losses resulting from the cessation of participation in the teleworking program.

**Salary, Job Responsibilities, Benefits**

Salary, job responsibilities, and benefits will not change because of involvement in the program. Employee agrees to comply with all job requirements in effect.

**Work hours, Overtime, Paid Time Off**

Work hours are not expected to change due to telework. In the event that overtime is anticipated, this must be discussed and approved in advance with the employee’s supervisor, just as any in-office overtime scheduling would have to be approved.

**Work Schedule**

The daily work schedule for the days when teleworking is subject to negotiation with and approval by Employee’s supervisor. The supervisor may require that Employee work certain “core hours.” Employees are expected to maintain an updated calendar reflecting availability and be responsive during established work hours.

**Equipment**

Unless otherwise negotiated, Employee will bear all costs related to the establishment and maintenance of a remote workstation. Employer may choose to provide equipment, and Employee should use Employer-provided equipment whenever possible. This equipment remains the property of the company and must be returned to the company upon request. Company-owned equipment may not be used by anyone except the authorized Employee.

When teleworking, the employee will be responsible to locate and use a proper bandwidth internet connection for performing work tasks.

**Workspace**

The employee shall designate a workspace within the remote work location for placement and installation of equipment to be used while teleworking. The employee shall maintain this workspace in a safe condition, free from hazards to the employee and equipment and suitable for work including in terms of noise. Any company materials taken to the remote work location should be kept in the designated work area and should not be made accessible to others. The company has the right to make on-site visits (with 48 hours advance notice) to the remote work location for purposes of determining that the site is safe and free from hazards, and to maintain, repair, inspect or retrieve company-owned equipment, software, data or supplies.

**Office Supplies**

Office supplies will be provided by Employer as needed through the normal supply request process. Employee’s out-of-pocket expenses for other supplies will not be reimbursed.

**Workers’ Compensation**

Employer will be responsible for any work-related injuries under Washington State Workers’ Compensation laws, but this liability is limited to injuries resulting directly from work and only injuries that occur within the designated work area. Any claims will be handled according to the normal procedure for Workers’ Compensation.

**Liability for Injuries**

Employee understands that Employee is liable for injuries to third persons and/or member of the Employee’s family on Employee’s premises. Employee 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 related to the services provided herein by Employee or by Employee’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 Employer.

**Dependent Care**

Teleworking is not a substitute for dependent care. Teleworkers must be free to perform their job duties during established work hours.

**Communication and Meetings**

Employees must be available by telephone, Skype, and email during their scheduled work hours. Client meetings may not be held at a home office. Employees must be available for in-person meetings and other events deemed necessary by management.

**Employment Policies**

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

# Telework Information

Employees approved for telework must complete all the information on this page. The following chart describes the telework terms to be observed, as agreed upon by the employee and the employee’s supervisor:

**Assignment:**

Please check the box **or** complete the following table:

* My usual work location is at the 501 Commons’ office. I will only telework on specific occasions (e.g. illness, inclement weather) or if directed by my supervisor.

|  |  |
| --- | --- |
| **Location**  The employee agrees to work at the following location: |  |
| **Teleworking Days**  The employee will telework on the following days: |  |
| **Work Hours**  The employee agrees to work during the following hours: |  |
| **Assignments**  The following assignments are to be completed by the employee while teleworking: |  |
| **Equipment**  The following equipment is being provided to the employee by the organization for teleworking purposes: |  |
| **Services**  The following services are being provided to the employee by the organization for teleworking purposes: |  |

**Workspace Safety and Security Guidelines**

|  |  |
| --- | --- |
|  | Employee: Check the box to the left to acknowledge that you have received these guidelines on maintaining a safe and secure workspace. |
| 1. A safe exit path from the work area exists 2. A working smoke detector/alarm is located near the work area. 3. Adequate first aid supplies are on hand. 4. Extension/power cords are in good condition and electrical outlets are not overloaded. 5. Furniture and equipment are ergonomically correct. 6. Secure storage for confidential materials is available. 7. Privacy for confidential phone conversations is available. | |

# Acknowledgment of Telework Agreement

This form is used to acknowledge receipt of, and compliance with, the organization’s Telework Agreement.

Your signature attests that you agree to the following terms:

1. I have received and read a copy of the “Telework Agreement” and understand and agree to the same;
2. I understand and agree that any software and hardware devices provided to my be the organization remain the organization’s property;
3. I understand and agree I am not to modify, alter or upgrade any software programs or hardware devices provided to me by the organization;
4. I understand and agree that I shall not copy, duplicate (except for backup purposes as part of my job) or allow anyone else to copy or duplicate any software;
5. I understand and agree that, if I leave the organization for any reason, I shall immediately return to the organization the original and copies of any and all software, computer materials and computer equipment that I may have received from the company that is either in my possession or otherwise directly or indirectly under my control;
6. I understand and agree I must make reasonable efforts to protect all organization-provided software and hardware devices from theft and physical damage;
7. I understand organization-provided hardware, software, systems, and VPN and remote access is not to be used for illegal activities under any circumstances.
8. I understand that I am responsible for maintaining a safe and secure workspace.

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Employee Signature Supervisor Signature

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Employee Name Supervisor Name

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Date Date