

**This sample telework agreement would serve as a document identifying the responsibilities of both the teleworker and the employer. Both parties would be asked to sign this agreement.**

## **EMPLOYER NAME/LOGO**

### **Teleworker Agreement with (employee name)**

Employee agrees to perform services for EMPLOYER NAME (hereafter EMPLOYER) as a teleworker. This agreement spells out the basic terms and conditions under which (employee name) (hereafter TELEWORKER) will telework for EMPLOYER.

This agreement is effective **DATE** and remains in effect until **DATE** while TELEWORKER 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 telework 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 supervisor, as any overtime scheduling would normally be approved.

**Work Schedule** - The daily work schedule for telework days is subject to approval by TELEWORKER's supervisor. The supervisor 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 job. 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 job-related responsibilities.

EMPLOYER-owned software may not be duplicated except as formally authorized. EMPLOYER will be responsible for maintenance and insurance 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.

*SANDAG is not engaged in rendering legal advice, and provides these sample forms free of charge solely to assist businesses exploring teleworking arrangements with their employees. By using these materials, the recipient (1) acknowledges and agrees that SANDAG makes no representations regarding the sufficiency (legal or otherwise) of these materials in any particular jurisdiction or for any particular business purpose, and (2) voluntarily and knowingly assumes all risks associated with their use.*

**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 remote workspace to his/her supervisor 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 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 by the TELEWORKER 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 supervisor.

**Liability for Injuries** - TELEWORKER understands that he/she remains liable for injuries to third persons and/or members of his/her 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 related to this telework program.

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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 termination of this arrangement.

➤ Name of TELEWORKER: \_\_\_\_\_

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

- The TELEWORKER agrees to telework at the following location: \_\_\_\_\_
- The TELEWORKER will telework \_\_\_\_\_ day(s) per week.
- The TELEWORKER's hours will be from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.
- The following are the assignments to be worked on by the TELEWORKER at the remote location, with expected delivery dates:

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- The following equipment will be used by the TELEWORKER at the remote location:

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- The TELEWORKER agrees to call the central office to get his/her messages at least \_\_\_\_\_ times per day and agrees to check and respond to email messages at least \_\_\_\_\_ times per day.
- The TELEWORKER agrees to obtain all supplies needed for teleworking from the company office. Reimbursement for out-of-pocket expenses for supplies will need prior supervisory approval.
- Additional conditions agreed upon by the supervisor and TELEWORKER are as follows:

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**Signatures**

We have read and understand this agreement and accept its conditions. We have reviewed the Telework Agreement prior to the employee’s participation in the EMPLOYER’s teleworking program.

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Supervisor Name	Signature	Date
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Employee Name (TELEWORKER)	Signature	Date
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