

# Employee Documentation

## Employee Teleworker Agreement - Sample

### Disclaimer:

The following information is provided, to enable a company to review and ascertain the simple methods for installing a Teleworker Agreement for employees who are authorized by the employer to work in a temporary-remote office setup.

This document is provided as an example only and does not guarantee or inure any performance factors as part of its use in part or in whole. User discretion and the approval of legal counsel in advance of application is strongly advised.

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### Teleworker Agreement

This Agreement, effective on: \_\_\_\_\_ is entered into by and between Employee Name, an employee (referred to as "Employee") and Unistar-Sparco Computers, Inc. (referred to as "Employer").

1. Scope of Agreement - Employee agrees to perform services for Employer as "teleworker." Employee agrees that teleworking is voluntary and may be terminated at any time, by either the Employee or Employer, with or without cause.

2. Term of Agreement - This Agreement shall become effective as of the date written above, and shall remain in full force and effect, as long as Employee teleworks, unless the agreement is terminated.

3. Termination of Agreement - Employee's participation as a teleworker is entirely 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 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.

4. Salary/Wages, Job Duties/Responsibilities, Benefits — Salary/Wages, Core Job Duties/Responsibilities, and Benefits will not change because of involvement in the program, except as they might have changed had Employee stayed in the office full-time, e.g., regular salary reviews will occur as scheduled via Video Teleconference, and Employee will be entitled to any company-wide benefits changes that may be implemented. Employee agrees to comply with all existing job duties/requirements as now are in effect in the office.

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

6. Work Schedule - The daily work schedule for the days when working at home is subject to negotiation with and approval by Employee's manager. The manager may require that Employee work certain "core hours" and be accessible by telephone and/or video chat during those hours. The final work schedule must be delivered and approved by Human Resources, before being implemented.

7. Equipment - Employer may provide the necessary computer, modem, software, and other equipment needed for teleworking. All of these items remain the property of the company and must be returned to the company upon request. The computer, modem, software, and any other equipment or supplies provided by Employer are provided for use on company assignments. Other household members or anyone else should not use the equipment and software. Company-owned software may not be duplicated in any scenario, with no exceptions. Employer will be responsible for insurance and maintenance of all company-provided materials. All support and maintenance of the employer's equipment shall be performed by an approved vendor of the Employer, without exception.

Employee may use personal equipment for teleworking purposes. In such cases, Employee will be responsible for the maintenance and insurance required for the equipment, with a copy of the insurance being provided to Human Resources for file retention.

8. Workspace - Employee agrees to designate a workspace within Employee's remote work location for placement and installation of equipment to be used while teleworking. Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment. Human Resources must approve the site chosen as Employee's remote workspace. Employee is expected to submit three (3) photos of the home workspace to Human Resources prior to

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implementation. Any company materials taken home should be kept in the designated work area at home and not be made accessible to others.

Employee agrees that the Human Resources Manager can make multiple on-site visits (with 48 hours advance notice) to the remote work location for the purpose 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. In the event that legal action is required to regain possession of company-owned equipment, software, or supplies, Employee agrees to pay all costs incurred by Employer, including attorney's fees, should Employer prevail.

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

10. Worker's Compensation - Employer will be responsible for any work-related injuries under our state's Workers 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 claims will be handled according to the normal procedure for Worker's Compensation claims.

11. Liability for Injuries - Employee understands that the Employee remains liable for injuries to third persons and/or members of 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 caused, directly or indirectly, by 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 the Employer.

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

13. Income Tax - It will be the Employee'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. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

14. Evaluation - Employee agrees to participate in all studies, inquiries, reports and analyses relating to this program. 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.

Employee acknowledges and understands, that once they move into 'teleworker' status with their employer — the employee will be barred from re-entry to the office location, until HR receives a verified "Return to Work" order from your Medical Doctor, identifying that you have been medically cleared for return to the workspace. Only once HR receives and reviews this medical notice, will the employee be permitted to return to the work environment, in all circumstances and without any exception.

15. Cost Related to Teleworking — Employee admits and understands that working from home in and of itself, is a unique situation where the Employee's home environment will be used to contribute to the Employer's production expectation. With this understanding, the Employer will offer a monthly stipend of \$25.00 for the use of the Employee's Internet Service.

Costs not covered or offered to offset by the Employer are: Utility costs associated with the use of the computer/phone

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equipment, unapproved maintenance of the Employer's equipment, Unapproved Travel Expenses and Mileage for commuting to home office. No change to the employee's utilities, shall increase the monthly stipend offered by the Employer.

16. Venue & Jurisdiction — This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee. Jurisdiction and Venue shall exclusively lie in the County of Shelby, City of Memphis. It constitutes the

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primary Telework Agreement between the Employee and Employer for the working arrangement outlined herein. This Agreement can be modified by a signed written Addendum by both parties.

### 17. Acceptance

Both parties hereby agree to the terms and conditions as outlined herein, signed and accepted by the individuals below:

For Employee:

_____	_____	_____
Signature	Printed Name	Date

For Employer:

_____	_____	_____
Signature — Human Resources	Printed Name — Human Resources	Date