



TWIN CITIES

Telework

by

Commuter Services

# Sample TELEWORKER AGREEMENT



## Sample Telework Agreement for Employers

The sample telework policy on the following pages will give you guidance as to how to structure a formal telework policy within your company or organization. You can modify the policy as needed, replacing the words in all caps (i.e. TELEWORKER and EMPLOYER) and customizing the content to fit your needs.

TELEWORKER remains obligated to comply with all of EMPLOYER's rules, practices, instructions and this Agreement. TELEWORKER understands that violation of the telework guidelines may result in termination of this arrangement.

Teleworking, or telecommuting, is the concept of working from home or another location on a full- or part-time basis. Telework is not an employee benefit. Rather, it is an alternative business strategy to meet the needs of the employer. The Employer has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time. Employees have the right to refuse to telework if the option is made available.

## Compensation and Work Hours

The employee's compensation, benefits, work status and work responsibilities will not change due to teleworking. The amount of time the employee is expected to work per day or pay period will not change as a result of participation in the teleworking program. Overtime needs to pre-approved by the manager in advance.

## Eligibility

Teleworkers must have the support of their supervisors.

Employees will be selected based on the suitability of their jobs, an evaluation of the likelihood of their being successful teleworkers, and an evaluation of their supervisor's ability to manage remote workers. Each department will make its own selections.

## Equipment/Tools

TO BE PROVIDED INTERNALLY

## Workspace

The employee shall designate a workspace within the remote work location for teleworking. The employee shall maintain this workspace in a safe condition, and free from hazards. Any employer materials taken home should be kept in the designated work area at home and not be made accessible to others.

## Office Supplies

Office supplies will be provided by the employer as needed. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's manager.

## Worker's Compensation

During work hours and while performing work functions in the designated work area of the home, teleworkers are covered by worker's compensation. Employees must follow the Home Office Safety & Ergonomics Guidelines policy.

## Liability

The employee's home workspace will be considered an extension of the employer's workspace. Therefore, the employer will continue to be liable for job-related accidents that occur in the employee's home workspace during the employee's working hours.

The employee's at-home work hours will conform to a schedule agreed upon by the employee and his/her supervisor. The Employer assumes no liability for injuries occurring in the employee's home workspace outside the agreed-upon work hours.

The Employer is not liable for loss, destruction, or injury that may occur in or to the employee's home.

## Dependent Care

Teleworking is not a replacement for child care or dependent care.

## Privacy and Security of Information

Employees will adhere to all existing regulations, policies and procedures of the Employer. Employees will also protect the security of information according to policies and procedures.

## Communication

There is nothing sacred about a telework day.

Employees must be available by phone, email and text during core hours. Teleworkers will be available for staff meetings, and other meetings as deemed necessary by management on telework days.

## Evaluation

Employees allowed to telework shall agree to participate in all studies, training, inquiries, reports and analyses relating to telework.

## TELEWORK AGREEMENT FORM:

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, starting: \_\_\_\_\_

The TELEWORKER's hours will be from \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.

The following are the types of assignments to be worked on by the TELEWORKER at the remote location:

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

The TELEWORKER agrees to check voicemail at least \_\_\_\_\_ times per day

TELEWORKER agrees to check and respond to email messages throughout the telework day, not less than once per hour.

Additional conditions agreed upon by the supervisor and TELEWORKER are as follows:

### Signatures

We have read and understand this agreement and accept its conditions.

Supervisor Name

Signature

Date

Employee Name (TELEWORKER)

Signature

Date