



MITE TELEWORK POLICY AGREEMENT

The MITE Telework Agreement can serve as a guide to develop either company policy or an individual agreement that manager and teleworker both sign.

It covers the following areas:

- I. Terms and Conditions of Employment
- II. Equipment and Supplies
- III. Confidential Information
- IV. Safety
- V. Work and Family
- VI. Work Schedule
- VII. Research and Training
- VIII. Term of the Agreement
- IX. Miscellaneous

Exhibits A, B, and C attached to the agreement can be used as needed.

Exhibit A: Employer and Employee Property Inventory

Is used to list equipment and property supplied by both employer and employee for the home or remote office.

Exhibit B: Telework Office Inspection Form

Is used to provide a safety and ergonomic inspection checklist for home office efficiency. The direct supervisor or occupational safety division may utilize this form in setting up the home office.

Exhibit C: Job Description and Responsibilities

This attachment can provide further detail and specific instructions regarding job duties, hours, security, communications, travel reporting, etc.

MITE TELEWORK POLICY AGREEMENT

THIS TELEWORK POLICY AGREEMENT is made by and between _____ (hereinafter "Employer") and the individual whose name appears at the end of this Agreement (hereinafter "Employee").

INTRODUCTION

- A. Employee is currently employed by Employer as a _____.
- B. Employee desires to and has volunteered to begin a telework arrangement whereby Employee would work from Employee's home a total of ____ days per week.
- C. In consideration for continued employment with employer and for the opportunity to telework from home, Employee has agreed to enter into this Telework Policy Agreement.

AGREEMENT

I. CONTINUATION OF BASIC TERMS AND CONDITIONS OF EMPLOYMENT

A. *Job Duties.* Employee's work status, job duties and responsibilities will remain unchanged as a result of this Agreement, except that Employer may require additional duties of Employee, including periodic written reports to Employee's supervisor regarding work progress and periodic trips to _____ for meetings and/or training. Employee will remain obligated to comply with all Employer rules, policies, practices, and procedures, except as may be modified in this Agreement. Employer may require that some work be performed at the corporate site.

B. *Compensation.* Employee will continue to receive compensation at the same time as regular employees. All pay checks or pay stubs (if Employee has elected direct deposit) will be mailed to Employee's home address.

C. *At-Will Employment.* This agreement shall not be considered a contract or promise of employment. Nothing in this agreement guarantees employment for any specific term. Employee acknowledges and agrees that s/he will remain an employee at-will, which means that Employee may leave his/her employment voluntarily for any reason at any time and may likewise be terminated by Employer at any time for any reason.

II. TELEWORK EQUIPMENT AND SUPPLIES

A. *Home Office Furnishings and Maintenance.* Employee is responsible

for establishing and furnishing a home work area. Employee is responsible for all costs associated with establishing and maintaining this work area.

B. *Telework Equipment.* Employer may, within its sole discretion, provide to Employee certain equipment and telecommunication services specifically identified on the attached Exhibit A, as may be amended from time to time. It is understood that such equipment is the sole and exclusive property of Employer. Employee will not move Employer's equipment from the designated work area, except as may be necessary to return the equipment to Employer. Employee shall be liable for the condition of the equipment, except for normal wear and tear, and for damages caused by any unauthorized use of such equipment. Employer will permit the use of Employee-owned equipment as specified in Exhibit A.

C. *Maintenance of Equipment.* Employer will be responsible for maintaining equipment from normal wear and tear. Employee agrees that Employer may be required to visit my home office from time to time to perform such maintenance. Employee is not allowed to move or modify Employer equipment from the designated work area until authorization is given by Employee's supervisor so that arrangements can be made. All equipment must be moved by technical staff. Employer is not responsible for maintaining and will not assume liability for loss, damage, or wear of Employee-owned equipment.

D. *Notification of Equipment Failure.* Employee will notify Employer within ___ hours of any equipment malfunction or failure. In the event of such malfunction or failure, Employer may, in its sole discretion, supply Employee with temporary use of Employer-owned equipment or require Employee to work at the corporate site.

E. *Office Supplies and Expenses.* Employer will provide to Employee appropriate office supplies (i.e., paper, pens, pencils, reference materials), including those supplies specifically identified on the attached Exhibit A, as may be amended periodically. Employer will not reimburse Employee for any expenses (mileage, parking, etc.) unless Employee obtains the prior approval from _____.

F. *Unauthorized Use of Employer Property.* The equipment, supplies and other property provided by Employer to Employee is provided exclusively for use in providing services to Employer. It may not be used by any person not employed by Employer (including household members), except as may be required for business-related reasons.

G. *Return of Employer Property.* Employee shall return to Employer the equipment, supplies, and other property provided by Employer within ____ days of Employer's request. Upon termination of employment, Employee agrees to deliver promptly to Employer all equipment, supplies, documents, and other property of Employer including, but not limited to, computer, printers, modems, telephones, facsimiles, office supplies, documents, handbooks, computerized information, hardware, software, and that property specifically identified on the attached Exhibit A,

as may be amended from time to time.

If it is necessary for Employer to resort to legal means to recover its property from Employee, Employee agrees to pay all legal costs and attorneys' fees incurred by Employer to do so.

The rights and obligations of this section II.G shall survive termination of this Agreement for any reason.

III. CONFIDENTIAL INFORMATION

A. Definition. You will be required to maintain at home certain confidential and proprietary information of Employer, including, but not limited to client records, financial reports, marketing data, and business information (hereinafter "Confidential Information"). You acknowledge and agree that: (1) such Confidential Information is the property of Employer and provides Employer with substantial competitive advantage; and (2) Employer would suffer great loss and injury if you were to disclose any of the Confidential Information.

B. Non-Disclosure. Employee agrees that during and at all times after your employment with Employer, Employee will maintain all Confidential Information in strictest confidence and will not, directly or indirectly, disclose or make available to any person or entity other than Employer any such Confidential Information, except as required during the regular course of business of Employer or as allowed by the express advance written consent of Employee's supervisor.

C. Maintenance of Confidential Information. Employee will not take Confidential Information home without the prior authorization and approval from Employer. Should Employee take Confidential Information home, Employee will take all reasonable precautions to protect Confidential Information from theft, damage, or misuse. Any written Confidential Information must be kept in a locked file in Employee's home office and will not be accessible to others. Employee agrees to abide with all other Employer policies and procedures regarding the safeguarding of Confidential Information.

D. Survival. The obligations of this section III shall survive termination of this Agreement for any reason.

IV. SAFETY

A. Designated Work Area. Employee is required to maintain a separate, designated work area at home, which must be approved by Employer before beginning the telework arrangement. Employee may work only in this designated work area. No individuals, including friends or business associates, are authorized to have access to this work area during designated hours of work.

B. Maintenance of Work Area. Employee shall maintain the home work area free of safety hazards and other dangers, and shall use and maintain equipment and supplies in a safe and appropriate manner. Employee shall set up and maintain the home work area in accordance with the safety standards specifically set forth on the attached Exhibit B, as may be amended from time to time by Employer.

C. Work Area Inspections. Employee agrees that Employer has the right to make periodic visits to Employee's home office to audit Employee's compliance with these safety standards, provided that those visits are scheduled in advance.

D. Reporting of Accidents. Employee must report any work-related injuries to _____. Immediately, but no later than 24 hours after such injury. Employee agrees that it may be necessary for Employer to visit Employee's home office to investigate any work-related injuries.

E. Employee Liability. Employer assumes no liability for injuries to Employee that occur outside of the home work area and outside of Employee's working hours. In addition, Employee shall be wholly liable for injuries to other persons on your premises.

F. Indemnification. Employee agrees to defend Employer, its affiliates, contractors, employees, and agents from and against any and all claims, demands, or liability (including any related losses, costs, expenses, and attorneys' fees) resulting from or arising in connection with the injury to or death of persons (except for work-related injuries to Employee in the work area and during working hours covered by workers' compensation insurance) or damage to property, caused directly or indirectly, by the services provided by Employee or by willful misconduct or negligent acts or omissions in the performance of duties and obligations under this Agreement, except where claims, demands or liability arise solely from gross negligence or willful misconduct of Employer.

V. WORK AND FAMILY

This Agreement is not to be viewed as a substitute for family care arrangements. Employer expects that Employee will make family care arrangements as needed and that such obligations will not interfere with Employees work obligations and the safety obligations required. Employee may undertake family care obligations on a temporary basis provided that Employee receive prior approval for such an arrangement from Employer.

Employee acknowledges and agrees that potential distractions and conflicting demands must be resolved in advance of the telework arrangement.

VI. WORK SCHEDULE

Employee agrees to abide by the work schedule set forth on the attached Exhibit C, as may be amended from time to time by Employer. Employee acknowledges and agrees that strict compliance with this schedule is necessary to ensure maximum accessibility. Employee must obtain prior authorization for overtime from _____.

VII. RESEARCH AND TRAINING

Employee agrees to assist in research or training programs necessary to evaluate Employer’s telework program, including the completion of periodic telework reports and home work area audits.

VIII. TERM OF THIS ARRANGEMENT

Nothing in this Agreement guarantees Employee a telework arrangement for any specific term. Either Employee or Employer may terminate the telework arrangement at any time for any reason.

IX. MISCELLANEOUS

This entire Agreement will not become invalid if individual paragraphs or provisions become invalid.

This Agreement supersedes any previous written or oral agreement between them relating to the same subject matter.

Employee agrees to participate in Employer’s telework program and will abide by the terms stated in the above agreement. This *Telework Agreement* will be binding upon and enforceable by the parties and their respective successors.

EMPLOYER:

EMPLOYEE:

By _____

Title _____

Date: _____

Date: _____

**EXHIBIT A - Sample
Property Provided To Employee By Employer**

*Listed below is a compilation of Employer property provided to
Employee as part of the telework arrangement.*

*As set forth in the accompanying Agreement, you are
required to promptly return this and all other Employer property
to Employer upon the termination of your telework arrangement.*

<u>ITEM</u>	<u>DATE PROVIDED</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

Property Provided By Employee

Listed below is Employee property provided for the telework arrangement.

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

EXHIBIT B - Telework Office Evaluation Checklist

Please use the following checkpoints to determine compliance with the employer's physical setup, safety and ergonomic requirements for telework.

Specify the room in which telework office is located. _____

Do you have safe exit paths from work area? Yes No

(Recommended width = 36")

Is the area free of loose rugs on slippery floors? Yes No

Do you have smoke detector/alarm present and functional? Yes No

Date last checked _____

Do you have a fire extinguisher near work area? Yes No

Is there clear access to the fire extinguisher? Yes No

Do you have adequate first aid supplies? Yes No

Are your extension/power cords in safe condition? Yes No

Have you ensured that your electrical outlets are not overloaded? Yes No

Have you ensured that your electrical cords don't create hazards? Yes No

Is the equipment out of direct sunlight and away from heaters? Yes No

Is the air quality/ventilation adequate? Yes No

Are flammable materials removed from the office area? Yes No

Are overhead shelves/cabinets secured firmly? Yes No

Are furniture and equipment ergonomically correct?

- Computer Desk: 26" high and can handle weight of equipment Yes No
- Keyboard Reach: 23" to 28" from operator Yes No
- Keyboard Slope: 0-20 degree range Yes No
- Monitor: top of typing line is slightly below eye level Yes No
- Chair: provides ergonomic support to back of waist (15 degree) Yes No
- Back tilt recommended – Height of seat 15 to 21" from floor Yes No
- Phone: Phone line situated near desk/computer table Yes No
- Reach to phone is suitable Yes No
- Lighting: Directed behind or to the side of vision, not in front or above Yes No

Do you have power surge protection in place? Yes No

Do you have secure storage for confidential info? Yes No

Do you have privacy for confidential phone conversations? N/A Yes No

Other Comments:

Overall Assessment:

Satisfactory

Not suitable at present time. Follow-up and recommendations for items #(s):

Follow-up Date: _____

EXHIBIT C
Employee's Telework Site Schedule And
Related Job Responsibilities

1. Home Office Site

Employee has designated the following location as employee's home work area:

Employee has read and agreed to abide by _____ equipment and home office safety guidelines.

2. Work Schedule

Employee is currently employed by _____ as a _____. Employee has volunteered to begin a telework arrangement where by Employee would work from Employee's home Monday through Friday. Scheduling changes may be made at the discretion of the manager.

Employee will work the following schedule from the home office location:

Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____

Employee will notify supervisor on a daily basis if unable to perform telework duties.

Emergency/Inclement Weather Dismissal - Whether home, satellite, or conventional office, the following principle is the same: If work can proceed at a particular home work-site, then employees may not be excused from duty just because employees at another work-site have been dismissed or excused from reporting.

3. Security of Work Documents

Specific requirements: Confidential documents will be stored and protected in a locked drawer. Monthly back-up to data/documents will be employee's responsibility. Back-up copies will be kept at corporate office.