

## **Lumbee Tribe Enterprises, LLC**

### **TELECOMMUTING WORK AGREEMENT (COVID-19)**

This Agreement, effective \_\_\_\_\_ is between \_\_\_\_\_ (referred to as “Employee”) and Lumbee Tribe Enterprises (referred to as “Employer” or “LTE”).

The parties, intending to be legally bound, agree as follows:

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.

#### **Scope of Agreement**

Employee agrees to perform services for LTE at home/remote location as a participant in the Telecommuting program. Employee agrees that Telecommuting is voluntary and may be terminated at any time, by either Employer or the Employee, with or without cause.

#### **Conditions**

The duties, obligation, responsibilities and conditions of the Employee’s employment remain unchanged. Employee’s participation in salary, pension, and benefit plan remain unchanged. Employee agrees to participate in all review, inquiries, and analyses relating to Telecommuting. Employee remains obligated to comply with the Lumbee Tribe Enterprises, LLC policies and practices and understands that violation of such may result in termination of participation in Telecommuting and/or other subject the employee to disciplinary sanctions.

Employee understands that s/he remains liable for injuries to third person and/or members of Employee’s family on Employer’s premises.

#### **Equipment**

Consistent with the LTE’s Employee Handbook, the company may provide specific tools/equipment for the employee to perform his/her current duties. This may include computer hardware, computer software, cellular phone, email, voicemail, connectivity to host applications, and other applicable equipment as deemed necessary.

The use of equipment, software, data supplies and furniture when provided by the company for use at the remote work location is limited to authorized persons and for purposes relating to company business. The company will provide for repairs to company equipment. When the employee uses her/his own equipment, the employee is responsible for maintenance and repair of equipment.

In order to participate in this program, Employee must have necessary internet connectivity at their home/remote location in order to allow/sustain the same level of productivity as would exist in LTE’s office locations (e.g. Pembroke Office, Stafford Office etc.).

#### **Office Supplies**

Office supplies will not be provided by Employer. Employees are expected to prepare/produce digital documents/products only.

### **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. Employer must approve the site chosen as Employee's remote workspace. Employee is expected to submit three photos of the home workspace to management prior to implementation.

### **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.

### **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.

### **Work Schedule**

The employee's compensation, benefits, work status and work responsibilities will not change due to participation in the teleworking program.

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.

Work hours are not expected to change during the program.

Employees and Supervisors shall establish a daily "check-in" "check-out" routine/procedure at the beginning/end of the duty day.

### **Dependent Care**

Teleworking is not a substitute for dependent care. Teleworkers will not be available during company work hours to provide dependent care.

### **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.

### **Evaluation**

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

**Salary, Job Responsibilities, Benefits**

Salary, job 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, and Employee will be entitled to any company-wide benefits changes that may be implemented. Employee agrees to comply with all existing job requirements as now are in effect in the office.

Employees must be available by phone and email during work hours. All client interactions will be conducted on a client or company site. Employees will still be available for staff meetings, and other meetings deemed necessary by management. The company will pay work-related voice and data communication charges, if deemed necessary.

**Termination of Agreement**

Teleworking, or telecommuting, is the concept of working from home or another location on a full- or part-time basis. Teleworking is not a formal employee benefit. Rather, it is an alternative method of meeting the needs of the company. The company has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time. Employees are not required to telework but may be required to do so in the event of circumstances (e.g. declared emergency by federal/state government; health crisis impacting local county/community etc.) determined by the President. 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.

**Security**

Employee understands that working from home carries the same responsibility and confidentiality one would expect in the office environment.

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.

I have read and understand this Agreement and accept its conditions.

**Agreement:**

*Employee’s Name* \_\_\_\_\_

*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

**Approval:**

*Supervisor’s Name* \_\_\_\_\_

*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

\*This document shall be considered a supplement to the LTE, LLC Handbook until such time as it has been added to the handbook itself.