**Emergency Work-from-Home Agreement**

**For Temporary Employees of [COMPANY]**

In connection with the recent coronavirus (COVID-19) pandemic, [COMPANY] (“the Company”) is making the unprecedented decision to permit non-exempt temporary employees to work from home when their Client assignment and work duties allow for such an arrangement. While Company policy exclusively prevents hourly non-exempt temporary employees from working remotely, extenuating circumstances apply and the Company is making a one-time, limited duration exception under the guidance of federal, state, and local health officials.

By entering into this Agreement you are an employee of the Company. Further, you recognize you are not an employee of the Client and are therefore, ineligible for any benefit plan, policy, practice or privilege of Client employees. The emergency work-from-home provision is being offered at the Company’s sole discretion and is subject to modification and/or revocation at any time. The duration of this emergency work-from-home provision is expected to last until Client resumes regular, in-office business operations or the assignment is ended. This arrangement is not a contract of employment and does not change or alter your at-will employment with the Company.

Your hours, schedule, and work product will be subject to the Client’s directive. Your responsibilities and conditions of employment remain unchanged. You are expected to be available and actively engaged during the regularly assigned business hours. Any requests for time off or sick leave must be pre-approved, to the extent possible, in writing by your Company manager. The Company and Client reserve the right to request documentation and/or records verifying work completed and hours logged at any time.

While working remotely, you agree to engage in safe and ergonomically sound work practices and hold the Company and Client harmless for any injury to others at your remote work location. You further agree to abide by federal [and state] meal and rest break laws, including [EXAMPLE FOR CA EMPLOYERS: two 10-minute rest breaks for a shift between 6.0 – 10 hours and one minimum 30-minute meal break for any shift exceeding 5 hours. Meal breaks must be taken no later than the 5th hour of a shift.]

In the event a Client loans you equipment and/or materials to fulfill your job duties, you will not use, or allow others to use, such equipment for reasons other than business purposes. All equipment and/or materials will remain the property of the Client and must be returned immediately upon the resumption of regular, in-office business operations or at the end of the assignment, whichever occurs first. Further, you understand driving a personal vehicle for business purposes is expressly prohibited.

The Company will reimburse a portion of cellular data on a weekly basis, up to $[AMOUNT] per week, if you are required to use your personal cell phone for business purposes. Please notate your work-from-home status in the notes section of your electronic timesheet and indicate when your personal phone was used for business purposes. The Company is not liable for any cost associated with the purchase, maintenance, or repairs of personal supplies, equipment, phones, or computers. Any required expenses related to the fulfillment of your work duties must be pre-authorized by the Company and Client in advance of purchase.

By signing below, I attest, understand and agree to the terms set forth in this Agreement and have been given the opportunity to ask questions or seek clarification.

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Employee Name (Printed)

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Employee Signature Date

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Client Signature Date

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Recruiter Signature Date