



<insert Employer Name>  
 <insert employer address>  
 T: <#>  
 F: <#>  
 <website>

## Emergency Office Closure Temporary Teleworker Agreement

Section 1: Summary Information	
Effective Date:	<b>March 15, 2020</b> – (until end of emergency office closure due to COVID-19, or when recalled to work for regular duties as agreed by both parties, inclusive).
Agreement between:	<insert employer name> (“the Employer”) <b>AND</b>
Employee:	<b>Employee Name</b> (“the Employee”) <span style="float: right;">Manager: <b>Name</b></span>
Section 2: The Employer and the Employee agree to the following:	
<b>1. Work Duties and Responsibilities</b>	a) The Employee’s work duties and responsibilities while teleworking are modified duties associated with the job outlined in the Employee’s job description. <attach modified list if modified> b) The Employee will also work on-site occasionally, as scheduled.
<b>2. Telework Location</b>	Home Office <street address> <town name>, B.C. <postal code> Personal Phone: XXX-XXX-XXXX (privacy protected) Work Phone: XXX-XXX-XXXX E-mail: <work email address>
<b>3. Official Office Work Location</b>	<department name> Department, <insert employer name> <street address> <town name>, B.C. <postal code> Work Phone. XXX-XXX-XXXX Work Fax. XXX-XXX-XXXX
<b>4. Duration of Agreement</b>	a) The Employee’s telework schedule will be implemented starting on <b>March 15, 2020</b> until end of emergency office closure due to COVID-19, or when recalled to work on-site full-time as agreed by both parties, inclusive.  b) The arrangement may be terminated by either the Employee or the Employer provided reasonable written notice is given.

**This publication is designed to provide information in regard to the subject matter covered. It is prepared with the understanding that it is not legal or other expert advice. If you require expert advice please contact a lawyer or CPHR professional.**

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<b>5. Work Schedule</b>	<p>a) The Employee will work a flexible telework schedule, and unless otherwise agreed between the Employee and the Employer, the regular hours of work are determined to be between the hours of X:XX a.m. – X:XX p.m. Monday to Friday.</p> <p>b) The Employee will make necessary adjustments or changes to schedule for meetings etc. as required.</p> <p>c) The schedule is subject to change with mutual agreement of the Employee and the Employer.</p>
<b>6. Employee Benefits and Entitlements</b>	<p>a) The Employee’s status, benefits and leave entitlements, eligibility for authorized overtime and employee wages are not altered by this agreement and will be dealt with through the employee’s existing Employment Agreement and Employer policies.</p>
<b>7. Conditions of Employment</b>	<p>a) The provisions of all relevant workplace policies and guidelines, legislation, and Terms and Conditions of the Employment Agreement provisions will continue to apply.</p>
<b>8. Occupational Safety and Health</b>	<p>a) The Employee agrees to maintain a designated and dedicated workspace that meets occupational safety standards for the home office and office ergonomics. The Employee has made a commitment to implement safety precautions in the home office and understands the additional responsibilities in each of the following areas that are assumed when working from a home office:</p> <ul style="list-style-type: none"> <li>i. <u>Ergonomic Considerations</u>: see enclosed WorkSafe BC document, “How to make your computer at home fit you.”</li> <li>ii. <u>Emergency Preparedness</u>: it is agreed that the employee will maintain a first aid kit in home office, as well as emergency contacts for the local Emergency Response Services in the area, additionally the employee will adhere to the attached emergency preparedness guidelines for working at home.</li> </ul> <p>b) The Employee agrees to follow safe work practices and to promptly report any work-related accident that occurs at the telework (home) office to their supervisor and/or appropriate Employer representative.</p> <p>c) The Employer will contact the Employee’s Emergency Contact Person if during a scheduled work day the employee is non-responsive to multiple phone calls and emails from the supervisor.</p>

	<ul style="list-style-type: none"> <li>d) The employee’s Emergency Contact Person (ECP) is &lt;insert name&gt;, and can be reached at &lt;insert number&gt;.</li> <li>e) WCB liability for work related accidents will continue to apply during the telework schedule as defined in this agreement.</li> <li>f) The Employer will not be responsible for any non-work related injuries that may occur at home outside the agreed upon work schedule. Compensation will be limited to the approved telework times as noted in the work schedule only and will be limited to the designated telework workspace.</li> </ul>
<p><b>9. Technology, Equipment, Materials and Supports</b></p>	<ul style="list-style-type: none"> <li>a) The Employee and the supervisor have consulted about the technology useful for supporting the work, and both have agreed on what equipment will be used to support the telework arrangement.</li> <li>b) The Employee will provide secure access to the internet and will not utilize public Wi-Fi or other such unsecured internet access.</li> <li>c) The Employer will provide secure access to the applicable Employer server(s) so that the Employee can access the documents necessary to complete work.</li> <li>d) The Employee will utilize the Employer’s email account for all electronic communications pertaining to work.</li> <li>e) The Employer will provide the Employee with a laptop (the “electronic device”) to conduct the work.</li> <li>f) The Employee will ensure that the electronic device is secure at all times.</li> <li>g) All software used by the Employee on the Employer’s computer must be legally acquired and licensed by the Employer, and installed by appropriate Employer personnel.</li> <li>h) All the equipment and files provided by the employer for teleworking shall remain the property of the Employer and must be returned should employment or the telework agreement terminate.</li> <li>i) Files, equipment and supplies provided by the Employer are to be used only for the purpose of carrying out the Employer’s work – Employer-owned equipment and materials shall not be employed for personal use.</li> <li>j) The Employee will be responsible for all assets belonging to the Employer and will be responsible for the replacement value of those assets that cannot be accounted for.</li> </ul>

<p><b>10. Costs</b></p>	<p>a) The cost of all equipment and supplies provided by the Employer will be paid for and maintained by the Employer.</p> <p>b) The Employee is expected to maintain the telework home office including items such as homeowner or tenant insurance, heat and hydro.</p> <p>c) The Employee is responsible for any costs linked to home renovations required to have a home office.</p> <p>d) The Employee is responsible for maintenance of their own equipment.</p>
<p><b>11. Insurance</b></p>	<p>a) The Employee will ensure that teleworking (i.e. operating a home office) does not breach the terms of their household insurance policies.</p>
<p><b>12. Confidentiality and Security</b></p>	<p>a) The Employee will be responsible to secure and protect the property, documents and information belonging to the Employer.</p> <p>b) The Employer’s information must be managed and disposed of in accordance with &lt;insert employer name&gt; policies and guidelines.</p> <p>c) The Employee will promptly report to their supervisor, any circumstances or incidents which may comprise the confidentiality of any property, documents or information in connection with their employment.</p>
<p><b>13. Childcare/Family care</b></p>	<p>a) The Employee must ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities; telework is not a substitute for dependent care.</p>
<p><b>14. Tax implications</b></p>	<p>a) Working from home, and/or having a home office may have tax implications for the Employee. The Employee is responsible for working with the Canada Revenue Agency to get the information they need.</p>
<p><b>15. Municipal/Regional/District Requirements</b></p>	<p>a) The onus is on the Employee to ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations.</p> <p>b) The onus is on the Employee to ensure that the telework arrangement does not contravene any rental or lease agreements.</p>

**Enclosures:**

1. How to Make Your Computer Fit You at Home
2. Emergency Preparedness Guidelines for Working at Home

--- Signature Page Follows ---

**Agreed to by Employee:**

I have read and agree with the above Telework Agreement. I fully understand the duties, responsibilities, obligations and conditions for telework expressed in this document. I also understand that these are in addition to my normal duties, responsibilities and obligations as a Public Service Employee of <insert employer name>.

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Employee  
Signature

(Print Name)

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Date

**Agreed to by Manager:**

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Manager  
Signature

(Print Name)

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Position Title

Date

**Agreed to by Manager/Decision Authority:**

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Manager / Decision Authority Signature

(Print Name)

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Position Title

Date