Please review the information on telework (“working from home”) on MyHR prior to completing this agreement, including information about [options for mobile work](http://www2.gov.bc.ca/myhr/article.page?ContentID=c86a481b-244f-0aec-0296-0be65eaf0208), [information security](http://www2.gov.bc.ca/myhr/article.page?ContentID=b241b2be-d1cf-3106-72d8-4ef4d189d38a), [safety and health](http://www2.gov.bc.ca/myhr/article.page?ContentID=0c898956-2f0c-6a4d-0e98-47d4ddc6a0f5), and [learning resources](http://www2.gov.bc.ca/myhr/article.page?ContentID=7f879f80-4b6f-38b6-5b8b-c72c95be07e8).

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| **Section 1: Summary Information** | | | | | |
| Effective Date: |  | |  |  |  |
| Agreement between:  (Branch/Division)  AND |  | |  |  |  |
| Employee: |  | |  | Manager/Employer: |  |
| **Section 2: The Employer and the Employee agree to the following:** | | | | | |
| 1. **Work Duties and Responsibilities** | | The employee’s work duties and responsibilities while teleworking will include: | | | |
| 1. **Telework Location** | | Address:  City, Postal Code:  Personal Phone:  Business Phone:  Fax:  E-mail: | | | |
| 1. **Official Office Work Location** | | Address:  City, Postal Code:  Personal Phone:  Business Phone:  Fax:  E-mail: | | | |
| 1. **Date/Duration of Agreement** | | The employee’s telework schedule will be implemented starting on **(*mm/dd/yy)*:**  The arrangement may be terminated by either the employee or the employer provided written notice is given within 30 or fewer days. Reasonable notice of the change may be influenced by employee performance, existing space in the office, or hazards to the employee. | | | |
| 1. **Schedule** | | The employee’s telework schedule and hours will be as follows:  The employee will make necessary adjustments or changes to schedule for meetings etc. as required.  The schedule is subject to change with mutual agreement of employee and supervisor. | | | |
| 1. **Employee Status, Benefits and Entitlements** | | Employee status, benefits and leave entitlements, eligibility for authorized overtime and employee salary are not altered by this agreement and will be arranged/dealt with through existing practices/directives. | | | |
| 1. **Conditions of Employment, Legislation, Policy and Guidelines, Collective Agreements etc.** | | The provisions of all relevant workplace policies and guidelines, legislation, Terms and Conditions of Employment and/or relevant Collective Agreement provisions will continue to apply. | | | |
| 1. **Occupational Safety and Health** | | The employee agreestomaintain a designated and dedicated workspace that meets occupational safety standards for the home office and office ergonomics. The employee has read and implemented the precautions outlined on the [Safety Inspection for Telework page](http://www2.gov.bc.ca/myhr/article.page?ContentID=0c898956-2f0c-6a4d-0e98-47d4ddc6a0f5), and understands the additional responsibilities in each of the following areas that are assumed when working from a home office:  **Ergonomic Considerations;**  **Working Alone Call-In Procedures; and**  **Emergency Preparedness.**  WCB liability for work related accidents will continue to apply during the telecommuting work schedule as defined in this agreement.  The Employer will not be responsible for any non-work related injuries that may occur at home. Compensation will be limited to the approved telework times only and will be limited to designated telework workspace.  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. | | | |
| 1. **On-Site Visits** | | The employee agrees that joint on-site safety and suitability visits by the employer and OSH Committee Representatives may be performed prior to the commencement of telework and then on a regular basis, with advance notice. These visits will be to ensure that the home office meets basic safety standards and the designated home office is suitable for the tasks to be performed by the employee.  Other on-site visits may also be made for the purpose of retrieving equipment and other Employer property in the event of the employee’s illness, termination, or any other extraordinary circumstances. | | | |
| 1. **Technology, Equipment, Materials and Supports** | | The employee and Employer have consulted the information about [mobile work options](http://www2.gov.bc.ca/myhr/article.page?ContentID=c86a481b-244f-0aec-0296-0be65eaf0208) on MyHR, including the technology useful for supporting each work style, and have agreed on what equipment will be used to support the telework arrangement.  All software used by the employeeon Employer computers must be legally acquired and licensed by the Employer, and installed by appropriate Employer personnel.  All the equipment provided for teleworking shall remain the property of the employer and must be returned should employment or the telework agreement terminate.  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 shall not be employed for personal use.  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. | | | |
| 1. **Costs** | | The cost of all equipment and supplies provided by the Employer will be paid for and maintained by the Employer including the following:  ***LIST:***  (eg. Phone lines, long distance calls for work etc.).  Employees are expected to maintain the teleworkplace including items such as homeowner or tenant insurance, heat and hydro.  Employees are responsible for any costs linked to home renovations required to have a home office.  Employees are responsible for maintenance of their own equipment. | | | |
| 1. **Insurance** | | The Employee will ensure that teleworking (i.e. operating a home office) does not breach the terms of their household insurance policies. | | | |
| 1. **Confidentiality/Security Standards** | | Employee will be responsible to secure and protect the property, documents and information belonging to the Employer. The employee has read and implemented the precautions outlined on the [Mobile Work and Information Security page](http://www2.gov.bc.ca/myhr/article.page?ContentID=b241b2be-d1cf-3106-72d8-4ef4d189d38a), including the [Home Technology Assessment](http://www.cio.gov.bc.ca/local/cio/working_outside_workplace/home_technology_assessment.xsn).  Information must be managed and disposed of in accordance with BC government guidelines.  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. | | | |
| 1. **Childcare/Family care** | | The Employee must ensure that dependant 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 dependant care. | | | |
| 1. **Tax implications** | | 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. | | | |
| 1. **Municipal/Regional/District Requirements** | | The employee must ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations. The onus is on the employee to determine.  The employee must ensure that the telework arrangement does not contravene any rental or lease agreements. The onus is on the employee to determine. | | | |

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| **Section 3: Comments** |
| **Employee’s Comments** |
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| **Manager’s Comments** |
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| **Section 4: Signatures** |

**Agreed to by Employee:**

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| --- | --- | --- | --- | --- |
| 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. | | | | |
| Employee Signature |  |  | (Print Name) |  |
|  |  |  |  |  |
|  |  |  | Date |  |

**Agreed to by Manager:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Manager Signature |  |  | (Print Name) |  |
|  |  |  |  |  |
| Position Title |  |  | Date |  |

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Manager / Decision Authority Signature | | | (Print Name) |  |
|  |  |  |  |  |
| Position Title |  |  | Date |  |