

Teleworking Policy & Agreement

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AD HOC REMOTE WORK

A Teleworker who needs to work from a Remote Office on an as-needed basis due to unforeseen circumstances such as Teleworker illness or the onset of inclement weather.

FLEXIBLE WORKING ARRANGEMENT

A Teleworker who regularly works from home during set times during the week.

A REMOTE WORKER

A Teleworker who only works remotely.

(together known as the "Program")

3. Teleworking Eligibility

This Agreement applies to Flexible Working Arrangements or Remote Workers as defined in Section 2, and is to be used as a guideline for Ad Hoc Remote Workers.

The following conditions must be met in order for staff to be eligible for the Program.

- 1. Company employees and contractors are eligible for Program participation.
- 2. The Teleworker agrees to sign this Agreement confirming that they understand and will abide by its terms and conditions.
- 3. The Teleworker's position is conducive to working remotely.
- 4. The Teleworker is fully trained in their position.
- 5. The work being performed remotely can be measured and monitored for productivity.
- 6. The Teleworker has an established record of demonstrating:
 - 1.1 Productivity and sound decision making skills
 - 1.2 Good time management skills
 - 1.3 Good and transparent communication skills.
- 7. The Teleworker's most recent performance appraisal must indicate fully achieved standards.
- 8. The Teleworker has secured electronic access to the Company's work folders, files and software required to fulfill their responsibilities.
- 9. The Teleworker meets all requirements outlined in Section 8.





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Terms & Conditions

6. Company Provided Equipment

- In some cases, a Teleworker may be provided with a Company-owned portable computing device with the appropriate software to connect remotely to the Company's servers in a secure manner. (the "Company Equipment"). Company Equipment may include:
 - 1.3.1.1 Laptop computers
 - 1.3.1.2 **Tablets**
 - 1.3.1.3 Smart phones (when the Company compensates for smart phones)
- Company Equipment remains the property of the Company at all times and must be returned to the Company immediately upon request.
- 3. Teleworkers must take reasonable care of Company Equipment.
- Company Equipment may be used for personal use so long as it is not used to conduct external business.
- No one except for the Teleworker may use Company Equipment. Company Equipment is supplied for Teleworkers' use only.
- 6. Company Equipment must be protected against damage and unauthorized use.

7. Remote Office Requirements

The Teleworker will ensure that the following conditions are met prior to participating in the Program:

- The following will be available in the Remote Office:
 - VoIP handset or headset, password-protected computer device or Company Equipment ("Computer Equipment").
 - 1.5 A Remote Office.
 - 1.6 High-speed internet.
 - Password-protected wi-fi. 1.7
 - 1.8 A locking drawer or filing cabinet if the Teleworker is expected to either print or transport proprietary or confidential printed documents ("Sensitive Documents") to and from the Company office.





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- 8. The Teleworker must ensure that reasonable care is taken of Company Equipment. Where any fault in Company Equipment is caused by the Teleworker, the Company may recover the associated costs of repair.
- 9. Any equipment provided by the Teleworker will be at no cost to the Company and will be maintained by the Teleworker.
- 10. The Teleworker understands that the Teleworker remains liable for injuries to third persons and/or members of Teleworker's family on the Teleworker's premises. Teleworker agrees to defend, indemnify and hold harmless Company, 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 the Teleworker or by the Teleworker's willful misconduct, negligent acts or omissions in the performance of the Teleworker'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 Company.
- 11. It is the Teleworker's responsibility to determine any income tax implications of maintaining a Remote Office in their home office area. The Company will not provide tax guidance nor will the Company assume any additional tax liabilities. Teleworkers are encouraged to consult with a qualified tax professional to discuss income tax implications.

9. Security, Privacy, Confidentiality

Keeping Company-related information and Sensitive Documents safe and secure is a key condition of participating in the Program. Company security and confidentiality may be compromised when transferring Sensitive Documents between the Company office and the Remote Office. Additionally, unless the Remote Office allows for safe storage of Sensitive Documents, family members, friends other non-Company individuals may have access to them.

- Work created at the Remote Office is considered Company materials.
- 2. Sensitive Documents must be kept within the confines of the Remote Office and the number of people who have access to the Remote Office, the computer or Company Equipment or views of the computer screen, must be limited.
- Passwords must always be used to prevent unauthorized access to Computer Equipment and Sensitive Documents.
- All Sensitive Documents must be password-protected when transferring them via the internet outside of VPN.
- When printing Sensitive Documents to a shared printer in the Remote Office, the Teleworker must ensure that they are immediately retrieved and safely stored.





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- 5. Teleworkers must communicate at a minimum 2 times a day via phone or video communication Insert your web conference application.
- Teleworkers must be on site as necessary to attend meetings, collaborate with colleagues, and participate in training events, lunch & learns, or other work activities as necessary.
- Teleworkers who have committed or are scheduled to be in the Company office on a certain day or for a certain period, are expected to make every effort to honor that commitment.
- In the event that the Teleworker divides their time between working in the Company office and the Remote office, travel time to and from each location is not considered time worked.

11. Productivity & Performance

Studies have shown that many of us (some say most of us) do not function well when working in a Remote Office. It is not for everyone. Working remotely requires considerable focus and discipline to deflect distractions that are not present when working in the Company office. Family members, pets, a piling up chore to-do list, and a nap beckon you! Be prepared to overcome procrastination and significant distractions that will come your way.

- 1. Teleworkers will be subject to a probationary period outlined in Schedule A.
- 2. The Teleworker agrees to comply with all existing job requirements.
- Teleworkers are expected to provide their manager with a weekly status report showing their accomplishments and results during the duration of the Program.
- Evaluation of the Teleworker's job performance will be based on norms or other criteria derived from past performance and occupational standards. For those assignments without precedent or without standards, regular and required progress reporting by the Teleworker will be used to rate job performance and establish standards.

12. Termination of Agreement

- Participation in the Program is voluntary and a privilege. This Agreement may be terminated by either Party for any reason by providing the other Party with one week's notice in writing.
- The Company will not be held responsible for costs, damages or losses resulting from cessation of participation in the Program. This Agreement is not a contract of employment or engagement and may not be construed as such.

13. Consequences of Non-Adherence to this Policy

Non-compliance with this Agreement could result in significant risk for the Company and have a 1. considerable impact its business and operations that may result in financial loss. If the





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- 7. The Teleworker acknowledges that the Company has provided them with a reasonable opportunity to obtain independent third party advice with respect to the contents, terms, and effects of this Agreement and that the Teleworker has either obtained such advice prior to executing this Agreement or has willingly chosen to execute this Agreement without having obtained such advice; that the Teleworker signs this Agreement as a free act.
- 8. Time and each of the terms and conditions of this Agreement shall be of the essence.
- 9. This Agreement may be signed in as many counterparts as may be necessary, or by facsimile, or by other electronic means producing a printed copy, each of which when so executed shall be deemed to be an original, and such counterparts, facsimiles or other electronic copies and acceptance of this Agreement shall together constitute one and the same Agreement.

Signatures

Management Approval					
Name and Title					
Signature	Date				
Manager					
Teleworker Name					
Signature	Date				
Teleworker					
Teleworker Name					





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Schedule A

16. Term of Agreement				
The term of this Agreement shall commence on date and continue indefinitely subject to Section 12.				
17. Type of Teleworking				
□ A Flexible Work Arrangement□ Remote Work				
18. Justification for Teleworking Benefit				
Provide a business case for the Teleworking arrangement.				
19. Remote Office				
The Remote Office is located at:				
Address:				
Insert 3 photos of the Teleworker's suggested Remote Office.				





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DAY	FROM	то
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

23. Other

Note any other comments, exceptions or restrictions.