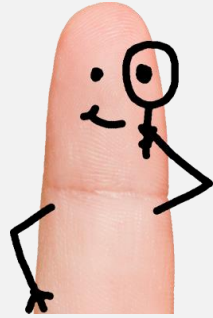


Teleworking Policy & Agreement

Contents

Formal Terms & Definitions	3
Agreement	3
Company	3
Company Materials	3
Executed Contract	3
Manager	4
Program	4
Remote Office	4
Sensitive Materials	5
Staff	5
Telework/Teleworking	5
Teleworker	5
Recitals	6
Teleworking Policy	7
1. Overview	7
2. Teleworking Eligibility	7
3. Manager Responsibilities	8
4. Safety	8
5. Procedures for Program Sign Up & Approvals	8
Terms & Conditions	9
6. Company Materials	9
7. Workers Compensation	9
8. Costs and Liabilities Associated with the Program	10
9. Security, Privacy, Confidentiality	11
10. Compensation & Job Description	12
11. Working Hours & Availability	12
12. Productivity & Performance	13
13. Remote Office On-site Visits	13
14. Existing Executed Contracts and Company Policies	13
15. Termination of Agreement	14

16.	Consequences of Non-Adherence to this Policy.....	14
17.	Entire Agreement & Notices.....	14
18.	Other Terms & Conditions.....	14
	Signatures.....	16
	Schedule A.....	17
19.	Term of Agreement.....	17
20.	Type of Teleworking.....	17
21.	Justification for Teleworking Benefit.....	17
22.	Remote Office.....	17
23.	Job or Project Description.....	18
24.	Performance Metrics.....	18
25.	Teleworking Schedule.....	19
26.	Other.....	19
	Schedule B – Company Materials.....	20
	Schedule C – Weekly Status Report.....	21



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Manager

The individual responsible for the Teleworker's work performance. Also known as supervisor.

Program

The 3 types of Teleworking programs are as follows:

1. AD HOC REMOTE WORK

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

2. FLEXIBLE WORKING ARRANGEMENT

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

3. REMOTE WORK

A Teleworker who exclusively works remotely.

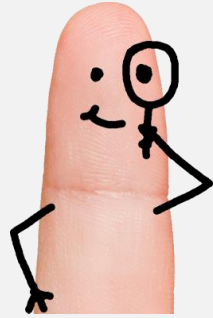
This Agreement applies to Flexible Working Arrangements and Remote Work Programs and includes enforceable policies and terms and conditions for the Teleworker, together known as the "Program".

Remote Office

A functional, enclosed, private, safe and regularly maintained workspace in the Teleworker's home residence that is away from distractions and noise and separate from the rest of the home residence, where the following requirements are met prior to participation in the Program:

- ◆ High-speed internet.
- ◆ A telephone.
- ◆ Computer Equipment.
- ◆ An ergonomic chair and desk.
- ◆ Activated anti-virus software.
- ◆ Password-protected wi-fi.
- ◆ Secure access to the Company server.
- ◆ A locking drawer or filing cabinet if the Teleworker is expected to print or transport Sensitive Materials.
- ◆ A shredder or a secure way to return paper Sensitive Materials to the Company office to be shredded.

A café or any other public location does not qualify as an acceptable Remote Office.



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Recitals

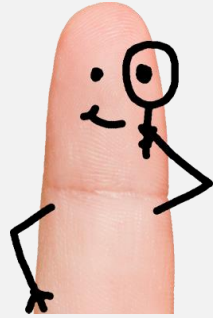
This Agreement confirms the terms and conditions relating to Teleworking, by and between the Company and **Teleworker Name, Address**. (the "Teleworker").

The Teleworker and the Company are together known as "the **Parties**".

The Teleworker's Term, Type of Teleworking, Justification for Teleworking, Remote Office Details, Job/Project Description, Performance Metrics and Teleworking Schedule are outlined in **Schedule A**.

WHEREAS the Teleworker wishes to Telework and the Company wishes to clarify the policy and terms and conditions relating to Teleworking; and

IN CONSIDERATION of the promises and other good and valuable considerations, the sufficiency and receipt of which are hereby acknowledged, the Parties agree to the following:



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3. Manager Responsibilities

1. The Manager is responsible and accountable for managing the Teleworker's work, performance, productivity, and ensuring the safety of the Teleworker during the duration of the Program.
2. The Manager shall meet with the Teleworker frequently during the first 3 weeks of the Program to confirm the continued mutual benefits to both the Company and the Teleworker.

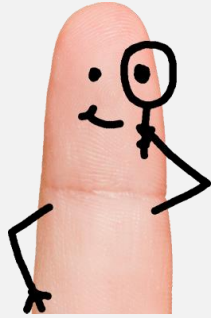
4. Safety

1. The Teleworker and Manager shall be trained in the following safety procedures:
 - 1.1 Insert applicable safety training for your industry
 - 1.2 Example: Communication protocols and procedures for check ins if a worker is working alone or in isolation.
 - 1.3 Example: Ergonomic considerations
 - 1.4 Example: Evacuation

5. Procedures for Program Sign Up & Approvals

Each request to participate in the Program shall be considered on an individual basis. Teleworkers and their Managers are responsible for determining the best possible work situation for each Teleworking request.

1. The Teleworker meets with their Manager to discuss the feasibility of participating in the Program.
2. Once feasibility is established, the Teleworker together with their Manager completes the applicable fields in Schedule A.
3. The Manager and INSERT: Management level title, not name shall approve the suitability of the Teleworking request.
4. Manager and Teleworker sign the Agreement.
5. Email the signed Agreement to INSERT: Management level title, not name and obtain a digital copy of the approved and signed Agreement. The Agreement shall be signed by a Company representative who has the appropriate and binding contractual signing authority on behalf of the Company.
6. A digital copy of the signed Agreement is emailed to INSERT: HR Responsible Title - not name for filing.



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- 3.3 The Teleworker is actively engaged in work for the Company at the time of the injury. For example, injuries sustained while engaging in home repairs or while cooking a meal, shall not be covered by the Company.
4. In the event of necessary evacuation from the Remote Office, the Teleworker shall be provided with a safe alternate work location.
5. Any INSERT: Applicable worker's compensation insurance claim shall be handled according to the standard procedures for Worker's Compensation claims and by contacting INSERT: Management level title, not name.

8. Costs and Liabilities Associated with the Program

COMPANY-PAID COSTS

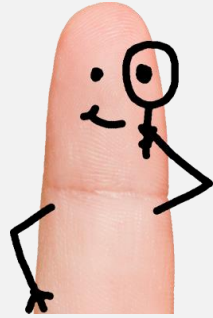
The Company shall be responsible for the following expenses:

1. Costs associated with servicing, maintaining and insuring Company Materials.
2. Out-of-pocket expenses for necessary supplies and other expenses provided they are pre-approved by the Manager.
3. Reasonable costs associated with mitigating safety concerns.
4. Insert cost of ISP or phone line if appropriate.

TELEWORKER RESPONSIBILITIES, COSTS AND LIABILITIES

The Teleworker shall be responsible for the following:

1. Operating costs, home maintenance, or any other incidental cost whatsoever, associated with the setup, change or maintenance of the Remote Office and participation in the Program, including utilities or lighting.
2. Costs associated with any materials or equipment provided by the Teleworker.
3. Damages to the Teleworker's property that result from participation in the Program.
4. Ensuring reasonable care of Company Materials. Where any damage of Company Materials is caused by the Teleworker due to negligence, the Company is within their rights to recover the associated costs of repair.
5. Liability for injuries to third persons and/or members of the 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



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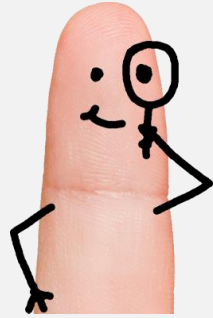
- 2.8 All printed Sensitive Materials that are no longer required shall either be shredded in the Remote Office or returned to the Company office to be disposed of securely. Sensitive Materials MAY NOT be disposed of in recycling or the garbage.
- 2.9 Unsecured Sensitive Materials or Company Materials shall be secured whenever not in use and shall not be left where they would attract the interest of thieves.
- 2.10 Company Materials and Sensitive Materials shall never be left in a vehicle when the vehicle is not occupied.
3. The Teleworker shall safeguard Sensitive Materials including confidential client or other stakeholder information while in the Remote Office. This includes, but is not limited to securing voice calls, emails, corporate text messaging applications, corporate software such as Zendesk, and client credit card information.

10. Compensation & Job Description

1. The Teleworker's compensation, benefits, work status, and work responsibilities shall not change due to the participation in the Program.

11. Working Hours & Availability

1. The Teleworker's work hours shall not change during the Program. The Teleworker shall adhere to their daily work hours outlined in their Executed Contract, unless outlined otherwise in Schedule A.
2. Overtime shall be pre-approved by **INSERT: Management level title, not name** prior to being worked in order to be recognized by the Company.
3. The Teleworker shall begin work no earlier than 6 AM and be available during core hours of **10 AM** to 3 PM and take a 30-minute unpaid meal break every 5 hours.
4. When working in the Remote Office, the Teleworker shall respond to work-related communication within the same time frame as they would when working in the Company office. The expectations for responsiveness are:
 - 4.1 **Telephone:** Immediately
 - 4.2 **Video conference:** 15 minutes
 - 4.3 **Slack:** 15 minutes
 - 4.4 **Email:** 2 hours
5. The Teleworker shall be in video web conference communication with their team or Manager at least once a day.



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15. Termination of Agreement

1. Teleworking is not a formal, universal Staff benefit. Rather, it is an alternative method of meeting the needs of the Company and Staff. The Company has the right to refuse to make Teleworking available to the Teleworker and to terminate this Agreement. Except for egregious misconduct where termination of this Agreement is immediate, this Agreement may be terminated by either Party for any reason by providing the other Party with one week's notice in writing.
2. The Company shall not be held responsible for costs, damages or losses resulting from cessation of participation in the Program.

16. Consequences of Non-Adherence to this Policy

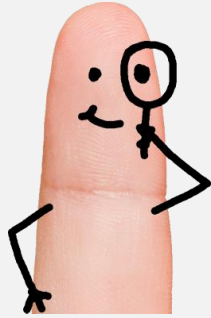
1. Non-compliance with this Agreement could result in significant risk for the Company and have a considerable impact on its business and operations that may result in financial losses. If the Teleworker is found to be in serious breach of this Agreement, they may be subject to discipline, including immediate termination of employment or engagement.

17. Entire Agreement & Notices

1. This Agreement contains the entire agreement between the Parties as it relates to the Program, superseding in all respect any and all prior oral or written agreements or understandings pertaining to Teleworking and shall be amended or modified only by written instrument signed by both of the Parties hereto.
2. Once this Agreement is executed, any notices required by this Agreement shall be in writing by email.
 - 2.1 Emails to the Teleworker from the Company shall be sent to **Teleworker personal email address**.
 - 2.2 Emails to the Company from the Teleworker shall be sent to **Name and title at Email**.

18. Other Terms & Conditions

1. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
2. This Agreement shall be governed by the laws of **Enter your jurisdiction** and if legal action is instituted to enforce or interpret this Agreement, each Party shall be responsible for its own costs and legal fees.



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Signatures

Management Approval - **Name and Title**

Signature

Date

Manager - **Manager name and title**

Signature

Date

Teleworker - **Teleworker Name**

Signature

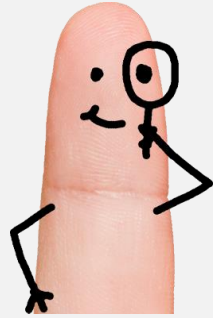
Date

Company

Company Name – If management approval above does not have contract signing authority, use this section for signing the contract on behalf of your company. In this shaded form field, insert Name and position of contract signing authority.

Signature

Date:



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23. Job or Project Description

Complete this section if:

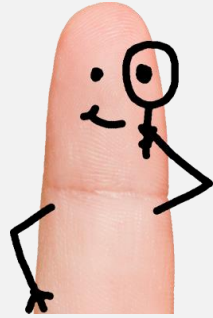
- The Teleworker's job description is temporarily being adjusted
- The Teleworker is completing a well-defined project during the duration of the Program

--

24. Performance Metrics

Define what success of this Program looks like. What are the expected outcomes and outline any concerns and how to mitigate them.

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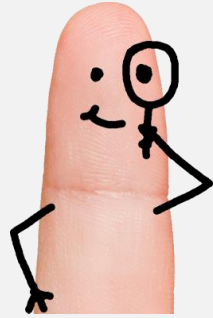
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Schedule B – Company Materials

The Teleworker has been provided with the following Company Materials.

Company Material	Description, Details & Serial Number	Received by the Teleworker (Date received & signature)



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