

Employee Remote Work & Telecommuting Agreement



Here's a template of an employment agreement you can sign with individual employees after they've received approval to work remotely and before the remote work arrangement actually begins. The Agreement spells out the ground rules and standards for the particular arrangement while clearly spelling out that an employee's failure to adhere to the Agreement is grounds for terminating their remote work rights. Be sure to adapt the template to the terms of your own arrangement and circumstances involved.

REMOTE WORK AGREEMENT TEMPLATE

This Remote Work Agreement ("Agreement") is entered into between:

Employer ("Company"): _____

Employee: _____

Effective Date: _____

This Agreement supplements, and is incorporated into, the Company's Remote Work & Telecommuting Policy ("Remote Work Policy"). Except as specifically modified by this Agreement, all existing employment terms and conditions remain in effect.

1. Remote Work Is Voluntary & Subject to Change

The Company approves the Employee's request to perform some or all work remotely ("Remote Work") in accordance with the terms of this Agreement and the Remote Work Policy.

The Employee acknowledges and agrees that Remote Work is not a guaranteed employment benefit and that Company has consented to it voluntarily; the Employee also acknowledges and agrees that the Remote Work arrangement set out in this Agreement may be modified, suspended, or terminated by the Company, in its sole discretion and at any time, in accordance with the Remote Work Policy, operational requirements, applicable laws, and the Employee's employment agreement.

2. Remote Work Location

The Employee will work only from the following approved location [*describe location*] unless the Employer's prior written approval is obtained. The Employee must notify the Company HR Department before moving the Employee's residence to a different Canadian province or territory, or location outside Canada. The Company also reserves the right to require the Employee to report to another Company worksite or use an alternate approved remote work location.

3. Hours of Work

In consideration for being allowed to engage in Remote Work, the Employee agrees to:

- Work the approved schedule.
- Accurately record all hours worked.
- Obtain advance approval before working overtime where required by Company policy.
- Comply with all meal period and rest break requirements.
- Remain available during normal working hours unless otherwise approved.

4. Home Workspace

The Employee certifies that the proposed Remote Work workspace:

- Is safe and suitable for the work.
- Has adequate lighting, ventilation, and electrical service.
- Includes an ergonomically sound workstation appropriate for the work performed.
- Complies with all applicable building, fire, and safety codes and zoning laws.
- Is reasonably free from recognized hazards.
- Allows for confidential work to be performed privately and securely.

The Employee agrees to promptly report any safety concerns affecting the workspace to HR or another Company official.

5. Occupational Health and Safety

The Employee agrees to:

- Comply with all applicable health and safety requirements.
- Follow the Company's safe work procedures.
- Cooperate with the OHS Coordinator or other Company officials in ensuring that the remote workplace undergoes hazard assessment, whether virtual or in-person upon reasonable notice, before Remote Work begins and at least once a year thereafter or more frequently as the Company deems necessary.
- Cooperate with the OHS Coordinator or other Company officials in ensuring that the remote workplace undergoes safety inspection, whether virtual or in-person upon reasonable notice, at least once a month or more frequently as the Company deems necessary.
- Implement reasonable changes or corrective actions the Company deems necessary to address any hazards identified during the above-referenced hazard assessments or inspections.
- Immediately report any work-related injuries, illnesses, hazards, or near-misses.
- Cooperate with workplace incident investigations.

Nothing in this Agreement limits the Employee from exercising any statutory rights or duties under occupational health and safety (OHS), human rights, and other laws.

6. Remote Work Equipment

The Company will provide the following equipment necessary for the Employee to carry out the Remote Work: *[list equipment supplied]*. The Employee agrees to:

- Use company equipment solely for business purposes.
- Not allow family members or other unauthorized third parties to use company equipment without the Company's prior approval.
- Exercise reasonable care to store, maintain, and protect the equipment.
- Promptly report equipment damage, theft, or malfunction.
- Return all company property immediately upon request, termination of the Remote Work arrangement, or termination of the Employee's employment.

7. Employee-Owned Equipment (if approved)

Where authorized, personally owned equipment used by the Employee to perform Remote Work must:

- Satisfy Company data security and confidentiality requirements.
- Maintain current security updates.
- Use approved anti-malware protection.
- Allow for installation of required security software.

8. Confidentiality & Privacy

The Employee agrees to protect Confidential Business Information (as that term is defined in the Company's Data Security and Confidentiality Policy) at all times. Without limiting the foregoing, the Employee will:

- Prevent unauthorized persons from viewing confidential information.
- Secure paper files.
- Use only approved systems for storing Company information.
- Lock devices when unattended.
- Use strong passwords and multi-factor authentication where required.
- Immediately report suspected privacy breaches or cybersecurity incidents.

9. Data Security

The Employee agrees to comply with all applicable Company information security policies, including, but not limited to, requirements relating to:

- VPN use
- Encryption
- Software updates
- Wi-Fi security
- Prohibited software
- Cloud storage restriction
- Phishing awareness.

10. Expenses

The Company will reimburse approved business expenses in accordance with applicable Company policy. Unless specifically approved in advance, the Employee is responsible for ordinary home expenses including internet service, utilities, and household operating costs.

11. Workers' Compensation

The Employee understands that work-related injuries occurring while performing authorized work duties during approved working hours must be reported immediately, including injuries occurring during Remote Work.

12. Performance Standards for Remote Work

In engaging in Remote Work, the Employee will be subject to the same Company performance criteria that would apply if the work was performed at the Company's facility, including with respect to:

- Performance standards
- Productivity expectations
- Quality requirements
- Reporting relationships
- Working in teams
- Client relationships
- Attendance
- Other applicable workplace policies, standards, and protocols.

13. Internet Access

The Employee agrees to maintain reliable internet access at the approved Remote Work location and immediately notify a supervisor, manager, or other Company representative of prolonged outages or circumstances preventing the Employee from working from the approved Remote Work location.

14. Communication

In performing the Remote Work, the Employee agrees to:

- Remain reasonably accessible during working hours.
- Participate in required meetings.
- Respond to communications within reasonable timeframes.
- Keep calendars current.
- Notify supervisors of absences promptly.

15. Attendance at Company Worksites

The Employee agrees to attend the Company's offices or workplaces when reasonably required for meetings, training, performance reviews, client requirements, operational needs, emergency situations, and other functions reasonably requiring in-person attendance. The Company will, where practicable, provide the Employee reasonable notice when the Employee's physical presence is required.

16. Inspection of Remote Workspace

Where reasonably necessary to satisfy legal obligations relating to health and safety, workers' compensation, equipment maintenance, or information security, the Employee agrees to cooperate with reasonable inspections of the approved workspace upon reasonable notice and in accordance with applicable privacy laws.

Virtual inspections may be used where appropriate.

17. Changes in Circumstances

The Employee will immediately notify the Company of any material changes affecting telework, including, but not limited to relocation, changes to the approved workspace, extended work outside the province or Canada, or significant changes affecting safety or confidentiality.

18. Cross-Border and Out-of-Province Work

The Employee will not perform work from another Canadian province or territory or

outside Canada without the Company's prior written approval. The Employee understands that such arrangements may create employment standards, occupational health and safety, payroll, tax, immigration, privacy and workers' compensation implications requiring advance review by the Employer.

19. Reasonable Accommodation

Nothing in this Agreement limits the Company's duty under human rights legislation and other applicable laws to reasonably accommodate employees up to the point of undue hardship. Accommodations must be requested and approved in accordance with the standards and processes set forth in the Company's Reasonable Accommodation Policy.

20. Termination of Remote Work

Either the Company or Employee may request termination of this Remote Work arrangement in accordance with the Remote Work Policy. Termination of Remote Work shall not be deemed to terminate the Employee's employment unless the Company or Employee expressly state that intention to the other.

21. Entire Agreement

This Agreement supplements the Remote Work Policy and any applicable employment agreement between the Employee and the Company. If there is any inconsistency between this Agreement and applicable legislation or regulation, the legislation or regulation will prevail.

Employee Acknowledgement

I acknowledge that I have read and understand this Agreement and the Company's Remote Work Policy. I agree to comply with both documents and understand that failure to do so may result in termination of my telework arrangement and, where appropriate, disciplinary action.

I also acknowledge that this Agreement establishes a work arrangement relating to the location from which assigned duties are performed. Unless expressly stated otherwise in writing, it does not create a permanent right to work remotely or modify the Company's Remote Work Policy or underlying terms and conditions of employment. This acknowledgement includes recognition of the Company's right to modify or discontinue the Agreement in accordance with its terms, the Remote Work Policy, applicable law, and, where appropriate, after providing reasonable notice.

Employee Signature: _____

Date: _____

Employer Representative: _____

Title: _____

Date: _____