

Can Employer Unilaterally End Remote Work Arrangements & Make Telecommuters Return to the Office?



Remote work was never intended to be permanent, at least for many companies. The problem is that it's not easy to get employees who've been working from home to come back to the office. And now many of those employees are fighting back. I'm seeing increasing more and more court cases by remote employees suing their companies for ordering them to report to the office. Do they have a valid claim? Is it legal for an employer to unilaterally end a longstanding telecommuting arrangement and make the employee return to work? **Spoiler Alert:** The answer to that question depends on what the contract says, assuming there actually is a contract. These 2 cases with similar situations but totally opposite outcomes are a great illustration of how courts decide these controversies.

Employer Can't Unilaterally End Longstanding Remote Work Arrangement

This case shows what can happen to a company that allows an employee to work remotely in accordance with an oral agreement, instead of dictating the terms of the arrangement in writing.

Situation

A marketing manager who doesn't have a written employment contract begins working from home during the COVID-19 pandemic. Three years later, the boss orders her to return to the office and work from 9 A.M. to 5 P.M., Monday to Friday. The manager refuses and leaves the firm. She claims she was constructively dismissed; the firm claims she quit voluntarily. While acknowledging not having written permission to telecommute, the manager contends that since returning from maternity leave in 2013 she had an understanding with management recognizing her childcare needs and granting her flexibility over working hours.

Ruling

The Supreme Court of BC rules that the firm committed constructive dismissal and awards the manager 19 months' termination notice.

Reasoning

Employers have “a broad mandate” to direct their workforce and determine the location where employees carry out their work for the company. However, the court added, work location may also be dictated by the terms of an employment contract, whether written or oral. The evidence showed that the manager did, in fact, have a longstanding oral agreement with previous management about working from home. The then Executive VP had told her that she didn’t have to return to the office after the pandemic because he knew she was getting the work done and he didn’t care where did it. He also approved of her setting up an office at home and buying her own equipment. Current management was also perfectly aware of the agreement. “There is therefore little doubt that it was an ongoing term of employment that [the manager] could work from home, which [the manager] relied-upon and the company accepted,” the court reasoned. Unilaterally ending that agreement was constructive dismissal.

Parolin v Cressey Construction Corporation, 2025 BCSC 741 (CanLII), April 23, 2025.

Employer Can Unilaterally End Longstanding Remote Work Arrangement

Here’s a case where an employer was able to call telecommuters back to the office because it had a written contract spelling out that right.

Situation

At the start of the COVID pandemic, an insurance company implements a policy requiring roughly 460 unionized insurance agents, sales reps, underwriters, and billing agents to work from home. Two years later, the company merges with another firm and wants to bring its people back to consolidate the deal and build a common culture among the employees of the new entity. So, it insists on including a Hybrid Work Framework Letter of Agreement (Framework) into the newly renewed collective agreement establishing basic telework rules, including the company’s right to make employees work in the office for a set number of days to “meet business needs and other reasons,” including to develop employees’ “sense of belonging,” “bring culture to life and develop it,” and participate in training. A few months later, the company rolls out a new voluntary hybrid work policy bringing telecommuters back to the office one day a week. Later, it makes the hybrid work policy mandatory. You’re not allowed to do this without our agreement, the union contends.

Ruling

The Québec arbitrator rejects the grievance.

Reasoning

The union argued that the company violated the part of the collective agreement stating that “the employer may not significantly modify or abolish the framework for hybrid work. . . unless agreed upon by the parties.” But the arbitrator saw it differently, concluding that implementing the new hybrid work policy was a valid exercise of the company’s authority under the Framework and collective agreement. It was reasonable and justified for the company to conclude that it was crucial to business for employees who had worked remotely for 3 years to be in the office once a week to reestablish human contact with coworkers and meet the 300 new employees who’d be joining the company after the merger. Moreover, hybrid work was mandatory only for employees whose physical presence in the office was vital, namely, those who provide direct customer service.

Takeaway: The Employment Contract Governs Telework

Employers and not employees have the right to decide where work will take place. Employees don't have a fundamental right to work from home. However, employees may **become** entitled to telecommute if their employer grants them such rights via contract. As illustrated by the cases above, such contracts may be written or oral. But once they're in place, the employer's right to end the telecommuting arrangement and require the employee to return to the office depends on what the contract says or doesn't say.

Bottom Line: Don't leave things to chance the way the company in the *Parolin* case did. Instead, follow the lead of the employer in *BENEVA* by implementing a [written agreement and/or policy that spells out clear ground rules for telecommuting](#), including the right of the company to end the arrangement and require the employee to return to the physical workplace. Ideally, the contract should allow you to exercise these rights at any time and for any reason at your sole discretion. But if you're dealing with a union or otherwise lack the leverage to command a blank check over termination, do what the company in *BENEVA* did by reserving discretion to terminate the arrangement, whether completely or on a partial/hybrid basis, in response to particular business needs or circumstances that you believe make it necessary for employees to be physically present in the office, such as to:

- Foster and maintain an appropriate company culture.
- Ensure effective collaboration with management, project team members, and other colleagues.
- Meet personally with customers, clients, or vendors.
- Attend strategic meetings, social events, celebrations, or other company events.
- Meet new colleagues.
- Participate in training.
- Engage in any other activity that the company deems essential to the employee's productivity and effectiveness.

Compliance Pointer: Go to the HR Insider site for a [Telecommuting Policy](#) that you can adapt and use as a template for incorporation into an employee's contract.