



# REQUEST FOR A TELEWORK AGREEMENT

Employee Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Department: \_\_\_\_\_ Division: \_\_\_\_\_

Employee Headquarters: \_\_\_\_\_

Telephone Numbers - Office: \_\_\_\_\_ Home: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Work E-mail: \_\_\_\_\_

Telework location (address): \_\_\_\_\_

Date to begin trial telework arrangement (as per S.3.6): \_\_\_\_\_

Date to end trial telework arrangement (as per S.3.6): \_\_\_\_\_

## Proposed Schedule

The employee's telework assignments will occur on the following days on a bi-weekly basis:

Week #1: \_\_\_ Monday \_\_\_ Tuesday \_\_\_ Wednesday \_\_\_ Thursday \_\_\_ Friday

Week #2: \_\_\_ Monday \_\_\_ Tuesday \_\_\_ Wednesday \_\_\_ Thursday \_\_\_ Friday

The above schedule may be altered by mutual agreement between the employee and the employer.

## Conditions of Telework Arrangement

I, \_\_\_\_\_, wish to participate in a telework arrangement subject to the following conditions agreed to by the employee and the employer:

- The employee understands that telework is a voluntary flexible work arrangement between the employee and the employer.
- The employee further understands that the telework arrangement is not permanent, nor is it a right or a reward, and can be terminated by the employee or employer with four weeks' notice; however, if the telework arrangement negatively affects employee productivity, costs or operational needs, the supervisor may modify or discontinue the telework arrangement immediately.

- The employee will keep the employer informed of any problems experienced while working at the telework location.
- The employee will notify the employer of any deviations from agreed upon work schedules and follow normal procedures to request various types of leave or overtime.
- The employee's status, eligibility for authorized overtime, obligations, benefits and entitlements are not altered by this agreement.
- The telework arrangement will automatically terminate when the employee leaves the current position.
- This agreement is only valid for the telework location noted above. Any request for a change in location will require a new agreement.
- Employees approved for telework arrangements may have their previously designated office space at their headquarters location repurposed. This may result in having to share workspace when visiting headquarters or booking alternate meeting/workspace.

### **Telework workspace**

Employees approved for telework must designate a room solely as workspace within the telework location for placement and installation of equipment and/or furniture. The employee shall maintain this room in a safe condition, free from hazards and other dangers to the employee and equipment. The room must have a locking door and any materials and equipment taken from the employee's headquarters must be kept in this space and not made accessible to others.

### **Family Responsibilities**

The employee will have arrangements in place for dependent care during agreed upon work hours. The cost of such dependent care arrangements is the responsibility of the employee.

### **Employee and Employer Communications**

The employee and employer will establish ongoing and effective communication processes (e.g., e-mail, telephone, etc.) during the telework arrangement. This arrangement may include increased use of team meetings when the employee is present at headquarters.

### **Telework Tasks**

The employee and employer agree that the duties outlined in the position description will be performed at the telework location.

### **Employee Headquarters Attendance**

The employee may be required to be in attendance at headquarters for scheduled meetings, events, training or as requested.

The employee is responsible for any costs associated with travel to the headquarters location.

### **Employee and Employer Review**

Meetings between the employee and the supervisor / director will be scheduled every \_\_\_\_\_ (indicate time frame) to ensure that there are no operational issues with the telework arrangement.

A review of the telework arrangement will be conducted annually. The employee will alert the employer if there are any changes to the work telework arrangement as outlined by the Flexible Work Arrangements Policy/Procedure, Telework Agreement, Telework OHS Checklist, Ergonomic Self-Assessment or Working Alone Procedure, as applicable.

### **Equipment Inventory**

The [Fixed Asset Loan Form](#) will be completed for those provided items with an asset number. Items without an asset number will be included below. To be completed by the employee requesting the telework arrangement.

Item Description: \_\_\_\_\_

Item Description: \_\_\_\_\_

Item Description: \_\_\_\_\_

Item Description: \_\_\_\_\_

### **Use of Equipment**

Equipment provided by the employer will be used by the employee only. The sole purpose of the equipment is performing the duties associated with the employee's position. The employee will follow the employer's [policies and procedures](#).

An [IT Considerations Form](#) must be completed and attached to all requests for a Telework Agreement prior to submission for final review and approval.

### **Security**

The employee will maintain a designated confidential work space that meets the employer requirements (i.e., room with locking door). The employee must ensure all CNA security guidelines and standards are followed. Security guidelines and standards include but are not limited to: physical and environmental security; data security; software security; communications security; computer virus protection; and license agreements and copyright protection.

CNA files will be accessed electronically where this option exists. Where this is not possible, formal files will only leave the headquarters following a proper sign-out procedure. Files (e.g., personnel files) that are identified as being prohibited from leaving the headquarters will need to be either scanned or the employee will have to visit a CNA facility to access them.

## **Technical Support**

The employer will provide virtual services necessary for aiding in the setting up of college computers. Any hardware upgrades will have to be done on campus by a Computer Support Specialist (CSS). Software maintenance will be done remotely, where possible, with the CSS connecting to the computer and performing the required maintenance. In the event software cannot be installed remotely, the employee will be required to make arrangements with campus IT support to install the software at the relevant CNA facility. Any costs associated with travel to the relevant CNA facility is the responsibility of the employee. Personal devices such as printers and home networks will not be provided or supported by CNA.

## **Occupational Health and Safety**

The employee will maintain a designated work space at the telework location that meets the employer's occupational health and safety requirements. A [Telework OHS Checklist](#) must be completed by the employee, reviewed by their supervisor, and submitted with the Request for a Telework Agreement. If a working alone scenario is identified, then appropriate actions must be pursued under the [Working Alone Procedure](#).

The employee will complete and submit an [Ergonomic Self-Assessment Checklist](#) to the employer within one week of commencing the telework arrangement.

WorkplaceNL extends workers compensation coverage to telework locations. WorkplaceNL adjudicates work-related injury and illness claims and determines benefit entitlements as per their policies and procedures.

The employee will promptly report all work-related injuries and illnesses that occur in the telework office to the employer using CNA's incident reporting system and will participate in the incident investigation process.

The employee will not hold in-person business meetings at the telework office except for reasons associated with on-site visits related to OHS.

## **Costs/Expenses**

The employer is not responsible for any costs not specifically included in this agreement.

The employer will not supply or pay for costs and service charges associated with the telework arrangement, such as but not limited to: printers, dedicated phone lines, internet e-mail, courier services, business-related long distance calls, network hook-up, modems and devices for security purposes.

All office-related expenses will be pre-authorized and submitted through Concur in compliance with financial policies and procedures.

The cost of sourcing appropriate office equipment (e.g., desk) will be the responsibility of the employee.

Office supplies (e.g., pens, pencils, paper clips, etc.) will be picked up during visits to the employee's headquarters – they will not be mailed, couriered or delivered.

## **Home Renovations**

The employee is responsible for any costs associated with home renovations required to accommodate a designated home workspace (e.g., physical installation of walls, doors, locks, electrical upgrades, etc.).

## **Travel Expenses**

Travel on employer business is subject to CNA's travel policies / procedures.

## **Insurance**

CNA insurance covers all CNA owned equipment and will protect employees, including employees working from home, for liability arising from their work for, and on behalf of, CNA.

All employees working from home require general liability insurance on their telework location. A copy of a certificate of insurance confirming general liability coverage is required. The cost of any general liability insurance is the responsibility of employee.

Employees working from home will contact their insurance provider to inform them that they are working from home to ensure their 'homeowners' or 'renters' insurance includes liability arising out of business engaged while teleworking.

When speaking with their insurance provider, employees will note that all CNA owned equipment is covered by CNA and does not have to be included on the teleworking insurance plan.

## **Tax**

Employees who work from home may be eligible to deduct expenses when filing their taxes. For a comprehensive list of criteria and eligible expenses, review the Canada Customers and Revenue Agency's Interpretation Bulletin titled: Employee's Expenses, Including Work Space in Home Expenses and T4044 Employment Expenses 2019 – includes forms T777, TL2, T2200, T2200S, and GST370.

Where these requirements are met, the employee can request completion of T2200 and T2200S Forms by emailing: [t2200@cna.nl.ca](mailto:t2200@cna.nl.ca). In signing T2200, CNA is only attesting to the conditions of employment and not determining eligibility for deductions.

CNA has no preference and accepts no responsibility for the manner in which employees complete their personal income tax return with the provision of any information and is not providing any form of tax advice. CNA recommends that employees seek advice from their professional tax advisor if further assistance is required in interpreting any of this information or preparation of personal income tax returns. Alternatively, employees can also seek advice by contacting Revenue Canada at numbers posted on Revenue Canada's website.

## **On-Site Visits**

The employee will make the telework workspace accessible for site visits by employer representatives for safety inspections, as required.

**Additional Conditions** (e.g., workspace background, dress code, etc.)

**Telework Arrangement**

The employee will abide by all employer [policies and procedures](#), collective agreements (as applicable) and legislation, including but not limited to the confidentiality of all documentation and information.

**Notice of Termination of Telework Arrangement**

The employee or supervisor may terminate the telework arrangement with four weeks' notice.

The supervisor may consult with the employee to modify or discontinue the arrangement at any time if there is a negative impact associated with the telework arrangement, including but not limited to productivity, operations, college expenses, etc.

The approval of the telework arrangement is made on an individual basis and it is a *voluntary* agreement between the employer and the employee. The terms and conditions of the Telework Agreement are not subject to any grievance procedure.

**Required Documents**

- Approved Telework IT Considerations Form
- Copy of certificate of insurance for liability coverage
- Approved Telework OHS Checklist
- Working Alone Check-In Procedure (as applicable)

**Employee / Employer Agreement**

I have read and understand the Flexible Work Arrangements Policy and Procedure and the Telework Agreement. I agree to the conditions outlined in this telework agreement.

I also understand that this telework arrangement can be adapted or terminated at the employer's discretion.

Employee Name (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Name (print): \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Executive Name (print): \_\_\_\_\_

Executive Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Associate Vice-President of Human Resources: (print): \_\_\_\_\_

Associate Vice-President of Human Resources Signature: \_\_\_\_\_

Date: \_\_\_\_\_

cc. Supervisor, Employee File, Compensation and Benefits

September 10, 2021