



Telecommuting Agreement

F 4-30A

THIS AGREEMENT MADE on _____, 202__.

“THE BOARD OF TRUSTEES OF PEMBINA HILLS SCHOOL DIVISION”
(hereinafter referred to as “PHSD” or “the Division”)

OF THE FIRST PART

-and-

(hereinafter referred to as the “Telecommuting Employee”)

OF THE SECOND PART

Whereas the Telecommuting Employee is an employee with PHSD;

And Whereas PHSD has adopted Administrative Procedure 40-30 Telecommuting to set out the procedures and conditions in which a Division Employee may be authorized to enter into a Telecommuting Agreement with PHSD;

And Whereas the Telecommuting Employee wishes to enter into a Telecommuting Agreement with PHSD in accordance with AP 40-30 Telecommuting;

Now therefore in consideration of the mutual covenants set out herein, the parties hereby agree as follows:

1. Definitions:

- 1.1. **Telecommuting Workplace:** the alternative work place where the employee is permitted to carry out the work otherwise performed at or from their Designated Workplace.
- 1.2. **Designated Workplace:** the primary work site owned or leased by PHSD where the employee would work if there were no telecommuting situation.
- 1.3. **Supervisor:** the person who provides the employee with specific instructions on all assignments, reviews work for completeness and accuracy, and has the ability to exercise independent judgement in regard to the supervision, evaluation, and discipline of the employee.
- 1.4. **Telecommuting Employee:** a Division employee approved for telecommuting work.

2. Conditions:

- 2.1. Telecommuting is not a right or an entitlement.

- 2.2. This agreement, in conjunction with Administrative Procedure 40-30 Telecommuting, specifies the conditions and procedures applicable to this arrangement for performing work at a Telecommuting Workplace.
- 2.3. The Telecommuting Workplace is considered an extension of the Division and therefore subject to and governed by federal and provincial legislation, the Division's policies and administrative procedures, and applicable collective agreements.
- 2.4. All obligations, responsibilities, terms and conditions of employment with the Division remain unchanged, except those obligations and responsibilities specifically addressed in this agreement.
- 2.5. The Division may reimburse the employee for work-related expenses subject to the provisions and exclusions of applicable Division policies and procedures.
- 2.6. The following general work arrangements are as per attached Schedule A:
 - The Telecommuting Employee's Supervisor;
 - Schedule of hours and days per week to be worked;
 - Location of Telecommuting Workplace;
 - Location of the Designated Workplace;
 - Specific Division owned equipment to be utilized by the Telecommuting Employee;
 - Specific duties to be conducted.
- 2.7. Telecommuting agreement amendments, including Schedule A amendments, shall be documented, signed by the Telecommuting Employee and the Supervisor, attached to the original Telecommuting Agreement, and maintained in the Telecommuting Employee's personnel file, with a copy provided to the Telecommuting Employee.

3. Telecommuting Workplace:

The Telecommuting Employee agrees to:

- 3.1. Comply with relevant provincial standards for health and safety, as well as Division Health and Safety procedures. Any work-related accident or injury must be reported within normal reporting requirements.
- 3.2. Complete a Home Office Safety Assessment prior to the Telecommuting Agreement being finalized.
- 3.3. Be available and accessible during the days and hours as outlined in Schedule A.
- 3.4. Allow the Supervisor both scheduled and unscheduled access to the Telecommuting Workplace during designated work hours to assess safety, security and job performance.
- 3.5. Conduct PHSD related business meetings at the Designated Workplace.

- 3.6. Provide the following at the Telecommuting Employee's own expense:
- A Telecommuting Workplace which is adequate, ergonomically sound, and secure;
 - Maintenance of the Telecommuting Workplace including but not limited to insurance, heat and electricity;
 - Purchase network and telephone access for the Telecommuting Workplace, as well as any mail and courier services necessary to establish and maintain the Telecommuting Workplace;
 - Maintain and repair employee-owned telecommuting equipment;
 - Any tax consequences of this arrangement, if any, and for conformance to any local zoning regulations;
 - Travel expenses when travel is required to the Designated Workplace.

4. Equipment and Protection of Property:

The Telecommuting Employee agrees that:

- 4.1. Division equipment and email accounts shall be used only in accordance with Administrative Procedure 80-05 Technology Acceptable Use.
- 4.2. Division equipment used in the Telecommuting Workplace is subject to the same inventory control and disposal procedures as that in the Designated Workplace. The Telecommuting Employee is responsible for bringing equipment to the Designated workplace for inspection, maintenance and repair as required. PHSD will not provide equipment repair or maintenance at the Telecommuting Workplace.
- 4.3. Information Technology Services staff will repair and replace PHSD equipment unless it is lost, damaged or stolen through the Telecommuting Employee's negligence or abuse.
- 4.4. Telecommuting Employees are responsible for the safe and secure handling of all property, documents and other information taken from the Designated Workplace, including but not limited to electronic files saved on employee-owned computers.
- 4.5. All PHSD equipment, records, and materials will be returned to the Division within seven days of termination of this agreement.

5. Term:

- 5.1. This agreement terminates:
- Annually on June 30 of each year;
 - By either party on seven days' written notice;
 - Automatically upon the Telecommuting Employee transferring to a new position or geographical location; or
 - At the Telecommuting Employee's termination or resignation.
- 5.2. Evidence that the Telecommuting Agreement is being abused will result in notification of the cancellation of the Telecommuting Agreement and may result in disciplinary action.

5.3. The Telecommuting Employee agrees to indemnify and hold Pembina Hills School Division harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought by third parties including personal injury, accidents or illnesses (including death), and property loss from, but not limited to, their presence at the Telecommuting Workplace.

I hereby affirm by my signature that I have read this Telecommuting Agreement and I understand and agree to all of the provisions.

Date: _____ Telecommuting Employee: _____

Printed Name: _____

Date: _____ Assistant Superintendent, Human Resources: _____

Printed Name: _____

**PEMBINA HILLS SCHOOL DIVISION
TELECOMMUTING AGREEMENT
Schedule A**

Telecommuting Employee:

Supervisor:

Telecommuting Workplace located at: *(include physical address of the approved telecommuting workplace here)*

Designated Workplace is: *(insert designated workplace location here i.e. Barrhead ADLC office)*

Telecommuting Employee's Duties: As per attached job description *(attach appropriate job description if applicable)*

Telecommuting Employee's Regularly Scheduled Work Hours and Days:

Day	Start Time	End Time
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

Inventory of PHSD owned equipment utilized at the Telecommuting Workplace:
(Insert full list of PHSD equipment here)

I hereby affirm by my signature that I understand and agree to the general work arrangements as outlined in Schedule 'A'.

Date: _____ Telecommuting Employee: _____

Printed Name: _____

Date: _____ Supervisor: _____

Printed Name: _____

Date: _____ Assistant Superintendent, Human Resources: _____

Printed Name: _____