

Model Agreement with Respect to Telework Arrangements

Memorandum of Agreement

Between

**The Ministry of [insert ministry]
“the Employer”**

And

**The Ontario Public Service Employees Union (OPSEU)
“the Union”**

And

**[insert employee name]
“the employee”**

The official workplace is located at: [insert workplace address]

The employee and position that is the subject of this agreement: [insert employee name and insert position title]

1. Purpose

The purpose of this document is to outline and clarify some of the issues involved in the telework initiative being conducted by the [insert Ministry, division and branch].

The Employee should read this carefully and discuss any questions with their manager.

2. Term

This Agreement shall be for [insert number of months] months (No longer than 12 months in duration) and will be effective from [insert start date] to [insert end date].

Either party may propose amendments to the agreement, which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the employee and their manager.

All service and operational issues or problems affecting or resulting from the implementation of this agreement will be reviewed, evaluated and reported at the Local Employee Relations Committee (LERC) on an annual basis.

3. Telework Days Per Week

Telework days will not exceed [insert number of days] days per week at the alternative work location but may be decreased at the request of the employee or the Employer with reasonable notice.

A work schedule identifying the employee's telework days will be developed between the employee and their manager and attached to this document.

4. Attendance at the Office

The employee understands and is aware of the requirement to report to the Employer's official workplace on telework days for team meetings, training and/or at management's discretion.

5. Transportation

The employee is responsible for transportation costs to and from the official workplace.

6. Work Hours

The Employee's regular hours of work at the teleworkplace will be within the core hours of [insert hours], Monday to Friday. The Employee will be accessible via telephone and online during these hours.

The employee's daily work schedule will consist of the same number of hours normally worked under their hours of work schedule (i.e., Schedule 3 or 4), which is a minimum of 7.25 or 8 hours per day.

7. Tasks

The employee will be performing the duties as described in the Job Description and will abide by all of the Employer's directives, policies, procedures and legislation while teleworking.

8. Temporary Return to Official Workplace

The employee may be required to temporarily return to the official workplace for a period of time due to operational requirements such as prolonged system failure and inoperable equipment.

9. Employee Salary and Benefits

The employee's salary, job responsibilities and benefits will not change due to their involvement in the telework agreement.

10. Teleworkplace

Note: There can be multiple teleworkplaces, including other government offices

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The employee's teleworkplace will be located at: [insert full address]

The employee's teleworkplace telephone number is: [insert phone number]

The employee will provide six (6) weeks advance notice of any change to the teleworkplace location. The telework agreement cannot be extended to any other location, such as a seasonal home or cottage, without authorization from the employee's manager.

On telework days, the teleworkplace is the place of employment for the purpose of Articles 13 and 14 of the OPSEU Collective Agreement.

The official workplace will remain the regular worksite/place of employment for all other entitlements under the Collective Agreement.

11. Zoning Regulations

It is the employee's responsibility to ensure that a telework agreement is in accordance with the municipal zoning regulations and in accordance with the residential lease, if applicable.

12. Family Responsibility

The employee will have arrangements in place for regular dependent (child or elder) care.

13. Government Equipment

The employer will determine what government equipment is required and shall be provided at the teleworkplace. Said equipment will be used only as part of the employee's official duties. A list of the equipment provided to the employee will be attached to this document.

If there is a problem with the government equipment provided, the employee will bring it in to the official workplace for repair.

14. Safety and Security

The employee is responsible for ensuring security and safety requirements are met in the teleworkplace to protect the employee, information and equipment that may be provided by the ministry. A health and safety telework checklist, completed by the employee and the manager, must be attached to this document.

The employee will comply with the Employer's security policies, standards and procedures and will exercise reasonable care to protect government information, either electronic or hard copy, and assets against unauthorized disclosure, loss, theft, fire, destruction, damage or modification.

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The employee must also follow applicable confidentiality guidelines.

15. The employee shall properly secure sensitive documents and related waste and bring them to the employer's official workplace for destruction. The employee shall comply with security policies, standards and procedures while departmental documents are being transported.
16. The employee will meet with clients only at the Employer's official workplace or, if applicable, in the field.
17. The employee will ensure that government information and assets are used in accordance with government policies. The employee will use only the software provided by the Employer.
18. The employee must immediately notify the employer of any work-related accident and/or injury or breach of security involving information and/or assets occurring at the teleworkplace.

Coverage by the workplace safety and insurance board (WSIB) applies to work-related accidents that arise out of or occur in the course of employment.

19. Insurance

The employee is responsible for ensuring their home insurance policies include appropriate coverage for a home office, where applicable.

20. Teleworkplace Costs

The Employer will not be responsible for costs relating to the teleworkplace beyond the purchase, installation and maintenance of government issue equipment and/or furniture.

21. On-Site Visits

The employee shall grant access to the teleworkplace to authorized representatives of the Employer, with proper identification, to carry out maintenance and/or provide technical support for government property. The timing of such access will be arranged between the employee and the employee's manager.

22. Termination of Arrangement

The telework agreement may be terminated at any time by either the employee or the Employer on one (1) month written notice or earlier by mutual agreement.

It is the employee's responsibility to inform the bargaining agent of the termination of this agreement.

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The arrangement automatically terminates if the employee leaves the position that is the subject of this agreement.

The arrangement automatically terminates on the release of a conciliation “no board” report.

Dated this day of [insert date]

Employee

Manager

For OPSEU

Ministry Official

(If required under the ministry delegation of authority)

Attachment: Health and Safety Checklist

Sample Telework Schedule(s)

This is attached to the Telework Agreement

Sample 1

Employee's name: [insert employee name]

Telework Cycle: 4 weeks

This sample sets out a four-week cycle. Cycles may range from one (1) to four (4) weeks.

Telework Schedule:

Telework days re marked with an "X"

Work Day	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1	X	In office	X	In office	In office
Week 2	X	In office	In office for monthly staff meeting	X	In office
Week 3	X	In office	X	In office	In office
Week 4	X	In office	X	In office	In office

Note: As per the Telework agreement, the Employee may be required to report to the Employer's official workplace on telework days for in-person meetings, training and/or at management's discretion.

Sample 2

Employee's name: [insert employee name]

Telework Schedule: [insert work days and hours]

The employee is required to be in the official workplace at least [insert number of days] days per week.

The employee will inform their manager of when they will be present in the official workplace in accordance with office practices

Note: As per the Telework agreement, the employee may be required to report to the Employer's official workplace on telework days for in-person meetings, training and/or at management's discretion.