

## NEW ARTICLE TELEWORK

---

For the purpose of this article Telework refers to work performed at a telework location instead of the employee's designated workplace. Telework is voluntary, at the employee's request and can be approved for a specified period of time, on full-time, part-time, occasional, ad hoc basis or hybrid-basis.

XX.01 Employees shall be informed that participation in telework is voluntary and that they are not required to telework.

XX.02 An employee may request to enter into a new telework agreement or request a review that could result in an adjustment of an existing telework agreement. A request for a new telework agreement or the review of an existing telework agreement will be considered on a case-by-case basis and a decision shall be provided within twenty-eight (28) calendar days of the request. Approval shall not be unreasonably denied.

XX.03 If the Employer denies a request for a new telework agreement or for a review of an existing telework agreement, then the Employer shall provide the reasons in writing.

XX.04 Employees with a telework agreement may elect to terminate the agreement with reasonable notice to the Employer. The Employer will concede to such termination no later than twenty-eight (28) calendar days following receipt of such notice.

XX.05 Telework agreements will only be terminated at the request of the employee, or for just cause by the Employer. All terminations for just cause shall include the written reasons and be immediately communicated to the union.

XX.06 An employee has the right to grieve a denied request for a telework agreement or for a review of an existing telework agreement and when the Employer has terminated a telework agreement.

XX.07 Notwithstanding the above, nothing restricts an employee's right to request to work remotely on a temporary or as-needed basis without establishing a formal telework agreement. Such requests shall not be unreasonably denied.

### XX.08 **Provision of Equipment and Supplies**

- a. The Agency shall provide all employees in a telework agreement with all equipment and software required for the telework location to comply with the *Canada labour Code*, Part II. This would include, but is not limited to:

- i. computer(s), monitor(s), and any other peripheral equipment that is required to carry out the employee's work;
  - ii. any software required to do their work or to communicate with other workers;
  - iii. ergonomic workstation furniture and equipment required to ensure an ergonomic and safe workspace. An assessment, by a qualified ergonomic specialist, shall be conducted upon request by an employee. Any recommendations from the assessment, approved by the Employer, shall be implemented without delay.
- b. In the event of an accident or injury at a telework location, the Employer has the right to inspect the telework location provided 48 hours notice is given in advance.

XX.09 Unless otherwise specified in this Article, all terms and conditions of a telework agreement shall be consistent with the provisions of the Collective Agreement.

**XX.10 Notice to the Union**

- a. On a quarterly basis, the Employer shall provide to the Union, a list of all employees with telework agreements. The list shall include the employees name, position, classification, Employer work unit and location, actual telework work location, including the physical address, and contact information for each employee as well as whether or not each entry is a continuing, new, or revised telework agreement.