**Remote Hire Agreement**

**[Template]**

**Employee Information:**

Full Name (first, middle, last): Click or tap here to enter text.

Department/Public Body: Click or tap here to enter text.

Division: Click or tap here to enter text. Section:Click or tap here to enter text.

Position Title: Click or tap here to enter text. Position #:Click or tap here to enter text.

**Section A: Information Summary**

Effective as of [DATE] the [DEPARTMENT/PUBLIC BODY], (hereafter referred to as the “Department”), and [EMPLOYEE NAME] employed as [POSITION TITLE] (hereafter referred to as the “Employee”) agree to enter into a Remote Hire Agreement (hereafter referred to as the “Agreement”) until [DATE OF TERM EXPIRY], or until last day of employment.

The Government of Nunavut (hereafter referred to as the “Employer”) Remote Hiring Policy and Guidelines apply to this Agreement.

An original signed copy of this Agreement will be placed in the Employee’s personnel file.

 **Section B: Specific Conditions for the Employee and Department**

**1. Remote Work Site Location and Contact Number**

The address of the remote work site is:

Click or tap here to enter text.

The telephone number that the Employee will be accessible through working is: Click or tap here to enter text.

The Employee must immediately notify their supervisor of any changes to the location of the remote work.

**2. Work Schedule**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Monday** | **Tuesday** | **Wednesday** | **Thursday** | **Friday** |
|  |  |  |  |  |

The Employee’s work schedule will be as follows:

The Employee should be accessible during the hours indicated on the table referenced above. Any changes to the Employee’s schedule must be approved by their supervisor.

**3. Health and Safety Considerations**

a) The Employee agrees to maintain a defined and secure workplace that meets the Employer’s occupational health and safety policies and other safety regulations that may apply in the jurisdiction to which they are working. A completed Safety and Health Self-Assessment Checklist must be attached to this Agreement.

b) The Employee agrees to promptly report any work-related injuries to their supervisor.

c) The Employee agrees to allow the Employer’s Occupational Health and Safety (“OHS”) Committee or Workers’ Safety and Compensation Commission (“WSCC”) (or equivalent) representatives to access the Employee’s remote work site in the event a safety inspection is required, following a serious incident, a near miss, or as directed by a WSCC (or equivalent) Safety Inspector.

d) The Employee agrees that no work-related appointments or meetings will take place at the remote work site without prior written approval from their supervisor.

e) The Employee agrees to complete remote health and safety inspections and submit them to their supervisor for review on a regular basis, as required by the Employer. The supervisor will review and forward them to the appropriate OHS representative.

f) The Employee must ensure they are familiar with the Employer’s procedures for ensuring safety when working alone.

**4. Dependent Care**

The employee is responsible for ensuring a distraction-free work environment. The Employee will ensure that care arrangements are in place during hours of work for any dependents (children or elders) residing with the employee. Should a situation develop where the Employee is unable to make alternate arrangements, they will immediately advise their supervisor to discuss possible leave options or other accommodations.

**5. Insurance and Zoning**

a) The Employee is responsible for ensuring they have appropriate insurance coverage for the remote work site and for any payments of insurance premiums. Employer insurance does not cover personal liability of the Employee or equipment owned by the Employee.

b) The Employee is responsible for ensuring that the remote work site complies with all relevant zoning regulations.

c) The Employer will not be responsible for any non-work-related injuries that may occur at the remote work site. Compensation will be limited to injuries sustained during the approved remote work schedule at the designated remote work site.

**6. Equipment and Furniture**

a) All software used by the Employee on Employer computers and handheld devices must be legally acquired and licenced by the Employer and installed by appropriate Employer personnel. All assets assigned to an employee are documented in accordance with Employer inventory management processes.

b) The Employee may be required to send electronic devices to the Employer for service in some circumstances.

c) All equipment provided for remote work shall remain the property of the Employer. All equipment must be returned upon termination of the Agreement. The Employee is responsible for returning the equipment upon the termination of the Agreement.

d) Employees must perform work on the Employer’s equipment, licensed on the Employer’s network.

e) The Employee will be responsible for all assets belonging to the Employer and will be responsible for the replacement value of those assets that cannot be accounted for.

f) The Employee is responsible for the provision of all furniture at the remote work site. The Employer may provide furniture or equipment if the specific furniture or equipment is required as part of a formal duty to accommodate file or remote work site injury.

g) The Employer’s assets cannot be used by anyone except the Employee.

**7. Security and Security Protocols**

a) The Department and the Employee must discuss and agree on security protocols to protect Employer property, data and communications. Employees must report any incidents of loss, damage or unauthorized access at the earliest opportunity.

b) The Employer’s information management and information security policies, guidelines and legislation, including *Access to Information and Protection of Privacy Act,* apply when working remotely.

c) All files, whether hard copy or electronic are the property of the Employer and must be returned upon termination of the Agreement.

**8. Costs and Expenses**

a) The Department is responsible for paying all reasonable expenses, as determined by the Department, and as required of the position. These costs shall be reimbursed using Employer-approved procedures for claiming work-related expenses.

b) All travel expenses incurred by the Employee must be approved in advance by the supervisor and other departmental authorities for reimbursement.

c) The Employee agrees to assume any additional costs associated with establishing and maintaining the work site, which is not limited to but may include renovation costs, connection fees for phone or Internet, and utilities.

**9. Employer Policies**

An Employee working under a Remote Work Agreement is subject to same terms and conditions of employment that apply to other Government of Nunavut employees, including the Code of Values and Ethics[.](https://www.fin.gov.nt.ca/sites/fin/files/resources/codeofconduct.pdf)

**10. Performance Management**

a) The Employee and their supervisor will work together in carrying out the roles and responsibilities set out in the Employer’s performance management system.

b) Unless agreed otherwise, the Employee must be available to attend in-person meetings for onboarding, training, and other purposes as required.

**11. Termination of the Remote Work Agreement**

1. The Agreement automatically terminates if the Employee transfers to or accepts a new position.
2. The contract automatically terminates at the end of the contract without a requirement for notice and severance.
3. Upon termination of the Agreement all property belonging to the GN must be returned within 30 days.

**12. Legislative and Other Related Authorities**

The *Public Service Act* and Public Service Regulations, relevant policies, and collective agreements apply to employees working remotely. The Employee agrees to abide by all GN policies, collective agreements, procedures and legislation, including but not limited to the confidentiality of clients, information privacy and protection, records management, and protection of GN information and documentation.

**Section C: Employee Acknowledgment**

By signing this document, the Employee affirms that they have read, understood, and agree to the terms and conditions of this Agreement and the Remote Hiring Policy and Guidelines, including the duties, responsibilities, obligations, and conditions associated with working remotely.

If applicable, the Employee affirms that they will complete the Health and Safety Self Assessment Checklist within 30 days in its entirety and provide the document to their department. The Employee understands that failure to provide the Health and Safety Self-Assessment Checklist to the department can and may lead to the termination of this Agreement.

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Employee Date

**Section D: Approvals**

I certify that the Employee is eligible and authorized for Remote Hire.

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Supervisor Date

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Deputy Head Date