

Letter of Understanding

Between

The Governors of the University of Alberta
(the "University")

And

The Association of Academic Staff of the University of Alberta
(the "Union")

Work from Home Provisions

Whereas, the University and the Union are in disagreement regarding work from home provisions and the Union has filed grievances pursuant to Common Agreement Articles 14 and 15. These disputes are proceeding through the dispute resolution process. The parties are mutually desirous of entering into an agreement allowing defined workgroups access to work from home provisions without prejudicing either party in the aforementioned grievances.

Therefore, the parties agree to enter into the following agreement allowing for work from home provisions to be implemented:

1. This agreement will be entered into on a "Without Prejudice" and "Without Precedent" basis. Neither party will reference this agreement in any future grievance, mediation or arbitration including any improvements or deficits in staff performance.
2. This agreement exclusively applies to the following positions:
 - a. Administrative and Professional Officers (APO)
 - b. Temporary Librarian and Administrative and Professional Officer (TLAPO)
 - c. Trust / Research Academic Staff (TRAS)
3. The parameters of the agreement will follow the existing [work from home framework](#) currently in place at the University which can be found in Appendix A. The program offering will be effective one week from the signing of this agreement. The ongoing status of the program will be determined by the outcome of the aforementioned grievances or the University's assessment of the ongoing viability of the program.
4. Any disputes arising from the implementation and operationalization of this LOU will be resolved through discussion between the parties. Unresolved disputes will be subject to Common Agreement Articles 14 and 15.

This agreement is entered into on July 11, 2022

On behalf of the University of Alberta

**On behalf of the Association of Academic
Staff of the University of Alberta**

Tanya Wick,
Associate Vice President HRHSE
The University of Alberta

Gordon Swaters
President
Association of Academic Staff of the
University of Alberta

Appendix A
Work From Home Program



UNIVERSITY
OF ALBERTA

Work From Home Program

November 2021



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Purpose

The University of Alberta is committed to providing a safe, inclusive and supportive work environment for its employees. In appropriate circumstances, approved by the university, this can include opportunities to work from home.

The Work from Home (WFH) Program is intended to provide employees who are seeking flexibility in work location to improve work-life balance while maintaining the necessary level of productivity, engagement and performance required by the university.

The COVID-19 pandemic, changing operational needs, improvements in the use of technology and acceptance of a different model of working has created the opportunity for formal guidelines in implementing WFH Agreements.

Guiding Principles

The use of the WFH Program is voluntary and mutually agreed upon between the Employee and the Manager before the Agreement is signed. Where a WFH Agreement is approved, the Agreement does not change the employee's basic terms and conditions of employment with the university under the applicable collective agreement, employment contract, policies and/or laws.

WFH Agreements are required when employees are regularly working from home for all or a portion of their regular hours of work on an ongoing basis. Requests to work from home on an occasional or one-off basis are to be addressed on a case-by-case basis by the Manager/Supervisor for approval and do not require approval through the WFH Agreement process.

It is required that Managers review each application objectively and ensure the principles of fairness and equity are upheld at all stages of the process. This is accomplished by providing clear and consistent processes and engaging in open discussions that allow parties to provide constructive feedback.

A WFH Agreement should not be used as a solution for personal needs including dependent care or other personal responsibilities. Employees must have plans in place for regular dependent care and other personal or family responsibilities during work hours. Requests for accommodation related to family status or other protected grounds will be considered through other processes.

A WFH Agreement is not intended to facilitate the employment of individuals who wish to reside outside of the province of Alberta. Employing individuals who reside outside of the province of Alberta poses many risks and issues related to pay, benefits, employment standards, collective agreement application and legislative compliance. All these factors collectively or on their own could be detrimental to the university and can result in penalties, fees and fines as well as reputational risks. Managers should consult their HR Service Partner (HRSP) in relation to any out of province employment.

The university has developed a set of guiding principles that will enable Managers/Supervisors to make informed decisions regarding WFH Agreements. These principles are not exhaustive or exclusively determinative of any particular situation, which will ultimately be at the university's exclusive discretion. A WFH Agreement:

- 1 Should support the Faculty and/or Department's operations and/or programs, including productivity goals, cost effectiveness, and client-focused service
- 2 Is typically entered into with the mutual agreement of the Employee and Manager (absent situations where the university must mandate that an Employee work from home, which may involve policies and considerations separate from these)
- 3 Will never be permanent, but rather will be expressly stated as temporary and subject to review on at least an annual basis to ensure the WFH Agreement continues to be appropriate
- 4 Will not result in an increase to overall operating costs
- 5 Will be expressly stated to be subject to amendment or withdrawn with 30 days notice (or less if parties agree or the situation is emergent) if the Agreement is no longer suitable for the Faculty/Department, or the Employee
- 6 Must not conflict with the provisions of the applicable collective agreement(s)

Definitions

Employee

An individual who is employed on a full-time or part-time capacity by the University of Alberta:

- **For the purposes of Phase 1**, Employees are defined as Management and Professional Staff (MAPS), Excluded Support and Non-Academic Staff Association (NASA) employment category.
- **For the purposes of Phase 2**, additional employee groups will be considered for inclusion in March 2022.

Designated Work Location

The location where the Employee's work would normally be conducted. For the purpose of this program, a designated location of work is on one of the university's five campus locations in Edmonton and Camrose.

Work from Home/WFH

Work that is performed from an Employee's place of residence rather than the University of Alberta.

Work from Home/WFH Agreement

A written agreement that authorizes an Employee to work all or a portion of their workday from their place of residence.

Manager

An individual who has accountability over one or more units within a college or administrative unit.

Supervisor

An individual who is responsible for directly overseeing an Employee's work.

Senior Manager

An individual at a Director or Department Chair level who is responsible for approving WFH Agreements. Note: If the WFH Agreement is being requested by a Senior Manager or above, two levels of approval is required up to the Vice President/Provost.

Eligibility

Campuses

This program applies to employees whose work would normally be conducted within one of the five University of Alberta Campuses:

North Campus	South Campus	Campus Saint-Jean	Augustana Campus	Enterprise Square
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This program does not apply to individuals whose designated location of work falls outside of these five campuses.

Intakes

Due to the volume of employees who may consider the WFH Program, implementation of this program will occur in phases:

Phase 1 will include Employees in the following categories:

Management and Professional Staff (MAPS)	Excluded Support Staff	Non-Academic Staff Association (NASA)
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Additional employee groups will be considered in phase 2 for inclusion in March 2022.

Positions

Approval will be in the exclusive discretion of the university and include consideration of operational, administrative, budgetary and program requirements. Applications will not be approved in cases where it is determined that the work is not suitable for a WFH Agreement or where it is not in the overall best interests of the university. Examples of categories of positions that will not be eligible to work from home include, but are not limited to, the following:

- Employees required for some in-person service delivery roles
- Employees who provide in-person health or dental care to patients
- Employees who work in a laboratory setting
- Employees who care for animals
- Employees who maintain campus buildings or grounds
- Employees who provide direct service to students living in university residences
- Employees who prepare or serve food
- Employees responsible for maintenance, operation and construction of utilities
- Employees responsible for general patrol services and on-site incident response

While there is no minimum requirement for new employees to work on campus prior to applying for the program, managers/supervisors should make provisions for onboarding and training in an in-person environment as required.

Employee Considerations

As employees review the eligibility criteria to request a WFH Agreement there are a few considerations that may help determine if the WFH Program could be feasible for their role, including:

- Does the work I perform require me to collaborate in person with my coworkers, supervisor, and/or clients on a regular basis?
- How would I ensure I am accessible to clients?
- Am I willing to adjust my schedule and come into the office on a regularly scheduled home office day if required?
- Does my work require me to use systems (non-computer) and/or resources that are only accessible from a university worksite?
- Does my home work location allow for university assets such as equipment and documents to be securely stored?
- Does my home work location meet Health and Safety standards and allow for confidential conversations to occur as required?

Application and Approval

Program Intake

The intake of Phase 1 applications for the program is expected to begin in November 2021 with a review of applications to take place through January 2022. Phase 1 Applicants will be advised of decisions in January 2022 with formal WFH Agreements to begin in February 2022.

Additional employee groups will be considered for inclusion in March 2022.

These initial timelines will be subject to adjustment at the university's discretion depending on the number and complexity of the applications and surrounding circumstances.

After the outlined intake process, applications may be submitted to a manager/supervisor at any time, and considered thereafter.

Application Process

An Employee interested in a WFH Agreement reviews the WFH Program Guide materials and assesses whether their role is eligible for consideration. If the Employee believes their role is eligible, then the Employee completes the application form and submits it to their Manager/Supervisor. The Manager/Supervisor will meet with the Employee to discuss the application.

Following initial discussion, the Manager/Supervisor will consider all WFH requests in good faith to assess the feasibility of the proposed WFH Agreement. If the Manager/Supervisor deems that a WFH request is feasible, they will forward the application to the Senior Manager for review and approval.

If approved by the Senior Manager, the Manager/Supervisor will work with the Employee to finalize the written agreement outlining the conditions of the WFH Agreement. The Manager/Supervisor ensures the WFH Agreement is placed on the employee's personnel file ([via Shared Services](#)) and a copy is provided to the Employee.

Regular Review

The Manager/Supervisor and Employee will review the WFH Agreement on an annual basis (at a minimum) to ensure it continues to meet the needs of the Faculty/Department and the Employee. Managers/Supervisors will also ensure eligible Employees are given equal access to apply for the program, and that all requests are considered in a consistent manner when making decisions to continue and/or terminate WFH Agreements.

The WFH Agreement may be modified or terminated at any time by either party. Except where the termination is immediate due to emergency, just cause or a breach of the WFH Agreement, the Manager/Supervisor or Employee will provide 30 calendar days written notice to terminate a WFH Agreement. This notice period can be shortened by mutual agreement. If other terms and conditions of employment have been modified, the appropriate collective agreement provisions apply.

WFH Agreements are not guaranteed to continue for any particular period of time or in any particular circumstance, including if an Employee changes jobs or moves to a different Faculty/Department. Upon confirmation of position change, the Employee will review the suitability of the new position for a WFH Agreement, which may include completion of the application. If approved, a new WFH Agreement will be prepared.

Hours of Work/Scheduling

Hours of work in a WFH Agreement will be the same as if the employee was working on campus, and comply with applicable collective agreement provisions and/or Employment Standards regulation, as applicable.

Work schedules may have a combination of at-home and on-site work, subject to space availability and work demands. Managers/supervisors and employees will work together to confirm an appropriate schedule.

Flexible work hours, earned days off, overtime and other similar arrangements are subject to applicable collective agreement provisions and/or Employment Standard regulations.

Absences/Time Reporting:

- Any deviations of the work schedule are discussed in advance and approved by the supervisor.
- Normal departmental processes apply for seeking approval for overtime, requesting vacation, and for absences, where applicable.
- If an Employee is ill and unable to work, normal illness leave provisions apply.
- All usual reporting obligations apply, including the obligations to report to the supervisor in the event the employee is sick or otherwise unable to attend to work during scheduled hours (i.e. attending a medical appointment).

The Employee is responsible for notifying their Manager/Supervisor as soon as possible in the event of equipment or connectivity malfunction. It is expected that every reasonable effort will be made by the Employee to minimize work disruption. Alternative tasks and a change in work location may be assigned.

Designated in-person (on campus) hours per month will be determined by the Manager/Supervisor and included in the application form. Despite the existence of a WFH Agreement, in-person attendance may be required at any time by the Manager/Supervisor at their discretion, including to attend:

- In-person team meetings or meetings with their Manager/Supervisor
- Other in-person meetings
- Work events
- Training sessions
- Emergencies or unplanned events

Accountabilities

<p>Senior Manager (Department Chair/Director)</p>	<p>Senior Managers are required to review and approve/deny WFH Agreement applications within their designated areas of authority. <i>Note: If the WFH Agreement is being requested by a Senior Manager or above, two levels of approval is required up to the Vice President/Provost.</i></p> <p><i>Example 1: Director requests WFH Agreement, AVP and VP approval required.</i> <i>Example 2: AVP requests WFH Agreement, VP approval only required.</i></p>
<p>Manager or Supervisor</p>	<p>Managers (with input from the Supervisor) will monitor and oversee the performance of Employees with WFH Agreements, including regular review to ensure operational needs and appropriate service expectations are being met.</p> <p>This may include but is not limited to:</p> <ul style="list-style-type: none"> ● reviewing WFH Agreement application and determining operational feasibility ● developing a written agreement which clearly outlines the conditions of the WFH Agreement ● ensuring a copy of the WFH Agreement is provided to the Employee and included in the employee's personnel file. ● establishing standards for tracking and reporting work ● incorporating specific and measurable performance expectations for work performed at home into the employee's regular performance plan ● ensuring regular coaching and feedback sessions ● requesting regular updates on project progress and milestones ● obtaining feedback from clients ● identifying areas for growth and development <p>Performance standards of Employees working at home or on campus will not vary. A WFH Agreement will not result in a loss of productivity or added responsibilities for other colleagues.</p>

<p>Employee</p>	<p>Employees play a key role in making the WFH Agreement work. Specifically, Employees are responsible for:</p> <ul style="list-style-type: none"> ● reviewing the requirements of the WFH Program ● developing and submitting a WFH application for Manager/Supervisor’s review ● fulfilling the conditions outlined in the WFH Agreement ● reviewing and complying with the University of Alberta’s guidelines for ensuring privacy and security of information while working from home ● reviewing and complying with space/office requirements and health and safety requirements ● ensuring that all work records are kept in one central, accessible location to be accessed while in the office and the home work location. ● ensuring performance and service standards are being met ● completing all mandatory training requirements ● maintaining regular communication with colleagues, stakeholders, clients and Manager/Supervisor ● ensuring a plan is in place for regular dependent care and other personal or family responsibilities during work hours <p>Employees will be required to attend in-person meetings or other work-related events at the university work-site as determined in the WFH Agreement and from time to time by their Manager/Supervisor.</p>
<p>HR Service Partner</p>	<p>Responsible for advising Managers/Supervisors on WFH Agreement requirements including:</p> <ul style="list-style-type: none"> ● assisting Managers/Supervisors in assessing operational feasibility and suitability for work from home ● reviewing requests for modified hours accompanying a WFH application to ensure compliance with collective agreements or Employment Standards ● ensuring WFH Agreements are reviewed during trial periods and at least annually thereafter

Training Requirements

Employees entering into a WFH Agreement will be required to complete the following training before they start the WFH Agreement.

Health and Safety

- [Ergonomic Self Assessment](#)
- [Ergonomics](#)
 - Introduction to ergonomics
 - How to apply ergonomic principles to prevent injury
 - How to manage ergonomic injuries

Information Management - Security/Privacy

- [Privacy & Security Awareness Training and Acknowledgement](#)
- [PARIS Training – Privacy, Archives, Records & Information Security](#)
- [Protecting and Managing university Records When Working from Home](#)

Information Management - Systems and Technology

- [Information Services and Technology Requirement for Working From Home](#)

Home Office Requirements

Employees approved for a WFH Agreement will require a dedicated home workspace that will enable a productive work environment. Employees are responsible for the following costs and equipment associated with working from home:

- High-speed internet connection (*High speed broadband access (LAN, Cable or DSL) with minimum download speed of 5Mbps is strongly recommended*)
- Cellular phone or landline
- Printer and printer supplies (if required)
- Office furniture meeting ergonomic standards
- Appropriate workspace lighting
- Repair, maintenance and operation of personal equipment
- Home insurance and related coverage for a home office
- Mortgage or rent
- Utilities

The university will provide:

- Standard stationery (ordered through established university procedures)
- Touchdown space at a designated university worksite to enable meetings with supervisors or work teams, or to complete administrative work required on site
- First aid kit (the employer has a responsibility under OHS to provide).
- Office chairs may be **borrowed** from the work-site pending approval of the Manager/Supervisor.
- Headset
- Additional equipment for the sole purpose of working from home will not be provided. One university owned desktop computer or laptop will be provided through the normal employment process. Technology accessory kit (mouse, keyboard, monitor, docking station, etc.), if required

Employees are able to use personal computers while on a WFH Agreement by following the requirements in the *Information Management - Security/Privacy* section below.

All equipment and furnishings purchased directly by the university remain the property of the university and will be returned at the end of the WFH Agreement, or earlier if requested by the university. University provided supplies are solely to be used for the purposes of the employee's duties for the university. The cost of university provided equipment is the responsibility of the Faculty/Department. Employees may purchase equipment for university use through their Professional Expense Reimbursement (PER) where applicable.

The Employee is responsible for insuring any Employee-owned equipment used in the performance of their work and for informing their house insurance carrier of their intent to work from a home office.

Employees who choose to purchase any equipment or otherwise invest funds in application of a WFH Agreement being approved or continuing shall do so at their own expense and risk as there are no guarantees that such an Agreement will be approved and/or continue for any particular period of time.

Employees with the WFH Agreement will continue to have access to on-campus facilities such as fitness and recreation facilities, libraries, etc.

Compliance with University Policy and Procedures

All University of Alberta policies and procedures (as defined in UAPPOL) and standard departmental operating procedures must be adhered to regardless of the work location. This includes but is not limited to:

- [Code of Conduct](#)
- [Conflict of Interest and Commitment and Institutional Conflict Policy](#)
- [Workplace Impairment Policy](#)
- [Hazard Identification, Assessment, and Control Procedure](#)
- [Training and Competency Policy](#)
- [Access to Information and Protection of Privacy Policy](#)
- [Discrimination Harassment and Duty to Accommodate Policy](#)
- [Ethical Conduct and Safe Disclosure Policy](#)
- [Information Technology Use and Management Policy](#)
- [Working Alone Guidelines](#)
- [Sexual Violence Policy](#)
- [Records Management Policy](#)

Information Management - Security/Privacy

Any Employee with a WFH Agreement will be **required** to:

- Take all reasonable steps to secure and maintain the confidentiality of all university information and documents while they are being transported to and from the employee's home work location.
- Ensure records are kept in one central, accessible location to be accessed from the office and home work location. Records are not to be duplicated for in office and home work location use.
- Secure and protect University of Alberta information in electronic and physical format according to current information management policies
- Ensure the home work location allows for confidential discussions when necessary
- Dispose of documents as per established departmental record retention schedules at a University of Alberta facility.
- Safeguard university issued equipment (such as laptops) by storing them in a secure location
- Store documents in a location not accessible to others (family members, other residents, visitors, etc.) in the home workspace and separate from personal documents
- Store electronic information on the University of Alberta network only and not on the local drive of personally-owned computers, university-issued laptops, or removable media (including smartphones)
- Allow the installation of security applications on any university issued computer (or personal computer if being used to conduct U of A work) and will be required to sign-up for [Multi-Factor Authentication](#) (MFA) and [Endpoint Security](#) applications. Employees using their personal cell phones for university business will be required to install applications such as [Mobile Device Management](#) (MDM).

The Employee is to report any loss or compromise of U of A information or equipment to their Manager/Supervisor as soon as possible.

Information Management - Systems and Technology

The university will maintain and repair all IT equipment supplied and owned by the university and within university facilities only. If repairs or maintenance is required, equipment must be brought to a university facility.

Should there be an equipment or technology failure, plans will be made for the Employee to work at an on-campus work location while repairs are completed. Employees will advise their Manager/Supervisor of technical issues immediately so that plans for alternate work locations can be made quickly to reduce downtime.

The Employee is responsible for maintenance and repair of all personally-owned equipment used voluntarily for work purposes.

The Employee is required to be aware of all the technology requirements in order to work securely. This includes but is not limited to:

- [Information Services & Technology Requirement for Working Remotely](#)

Health and Safety

The university is committed to providing a safe work environment for all Employees. A work site is defined under the Alberta Occupational Health and Safety (OHS) legislation as any location where an Employee is, or is likely to be, engaged in an occupation. This includes a [home office](#). As such, the requirements under the Alberta OHS Act, Regulations and Code apply to Employees approved for a WFH Agreement.

In a WFH Agreement, Employees have a personal responsibility for their health, safety, and wellbeing. While working from home, Employees should be aware of the hazards, potential dangers and the required controls to perform the work safely. In order to protect the health and safety of Employees and to meet the requirements of the OHS legislation, Employees and Managers/Supervisors will adhere to the requirements outlined in [HSE-2.1-601.0](#).

The home work location is to be evaluated by the Employee to ensure that it meets health, safety and wellness requirements. During the approval process, Employees will be required to complete the applicable documentation and training, and ensure they have implemented mandatory safety measures required to make their WFH location safe for work. Employees and Managers/Supervisors, together, will review, document and implement all controls identified in the [Home Office Hazard Assessment](#), and ensure that all required training and documentation are completed prior to finalizing the WFH Agreement.

Employees will be required to complete office ergonomics training to ensure their office is set up properly to prevent injury. Basic first aid kits will be provided to Employees by their Faculty/Department for their use.

Incident Reporting

Incidents can occur at any work site and must be reported, including at an Employee's home work location. Employees with approved WFH Agreements are covered for injuries that arise out of and in the course of employment including work done in an Employee's home workspace.

Employees with a WFH Agreement must be familiar with the incident reporting process and follow the process if injured while working in their designated home work location. The process includes:

- Reporting all incidents to their supervisor
- Reporting all incidents through the incident reporting portal
- Reporting all incidents, as necessary, using the standard [Workers' Compensation Board \(WCB\) reporting form](#)

All incidents should be reviewed between the Manager/Supervisor and Employee and corrective actions implemented to ensure the incident does not occur again. If multiple employees are working from home the corrective actions should also be implemented at all home work locations, as applicable, to prevent incidents from occurring.

In the rare occurrence that a formal investigation is required for an incident, a site visit may be required by the supervisor. Where possible, this site visit may be done virtually (by video call) or by photographs.

Reporting Illness and Injury

If an Employee is ill and unable to work, normal illness leave provisions will apply. The Employee should advise their Manager/Supervisor that they are unwell and unable to work.

Employee Pay and Expenses

Salary and Benefits

Salary and benefits will be issued in accordance with current pay scales and benefit plans. Pay for overtime, shift differential, or other premiums will be as per the appropriate [collective agreement provisions](#).

Business Expenses

The university will reimburse business travel in accordance with the Travel Processes and Expense Procedure. Mileage costs for required local travel will be reimbursed as if the Employee was traveling from what would be their designated university campus if the Employee was not part of a WFH Agreement.

Some employees may be eligible to claim home office expenses on their income tax if certain conditions are met. Employees are responsible for ensuring they understand the [Canada Revenue Agency guidelines](#) for home workspace. Employees are required to seek their own tax advice.

Employees who have an approved WFH Agreement to work from home in excess of 50% of their regularly scheduled hours may be eligible to receive a T2200. Signed and approved WFH Agreements are to be sent to the [Shared Service Centre](#) and saved on the employee's personnel file. Providing a copy of the WFH Agreement to the Shared Service Centre will initiate the production of a T2200 if applicable.

Ineligible Expenses

Mileage, parking, or transit fees incurred when an Employee is required to attend work at the designated university work site are the responsibility of the Employee.

The Employee shall be responsible for the cost of repairs to the university's equipment that results from non-work-related incidents. The Employee agrees to and understands that costs incurred by the university for repairs to the university's equipment from non-work-related incidents shall be deducted from the Employee's next payroll cheque, or by some other arrangement agreeable to the university.

Work from Home (WFH) Application Form

Part 1 - Completed by the Employee			
Name		Title	
Department		Manager Name	
Employment Category (i.e. MAPS, NASA, Excluded)		This application is <input type="checkbox"/> New <input type="checkbox"/> Revision of existing	
Self-assessment (<i>answering "yes" to any of these questions may indicate you are not eligible for WFH</i>)			
Do I provide daily in-person support to students, staff, patients, or provide animal care?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the work I perform require me to collaborate in person with my co-workers, supervisor and/or clients on a regular basis?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does my work require me to be onsite to provide effective client service? i.e. receptionist, maintenance worker, etc		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does my work require me to use systems (non-computer) and/or resources that are only accessible from a university worksite?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
1. Request information			
Requested start date of the Agreement (<i>yyyy-mon-dd</i>)		Anticipated end date (<i>yyyy-mon-dd</i>)	
2. Proposed work schedule			
Weekday schedule	Hours	Designated work location	Home workspace
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			
3. Existing university owned laptop or desktop computer device(s)			
Equipment (please indicate if laptop or desktop)	Quantity	Device name/number	
4. Required IT equipment and furniture for home workspace			
Equipment	Quantity	Comments	
Laptop			
Monitor			
Keyboard			
Mouse			
Other			

I have read and understand the guidelines and procedures outlined in the WFH Program Guide.

Employee Name	Signature	Date
Part 2 - Completed by the Manager		
Considerations	Yes	No
The employee will be able to complete the majority of their work from home.	Title	
I will be able to effectively evaluate the quantity and quality of the Employee's work performed.		
I am able to monitor and support the Employee and make adjustments as required.		
The Employee is able to effectively meet client needs through this WFH.		
If the answer to either of the next two questions is "Yes", are there solutions to address? If not, this may preclude an Employee's participation in the program.		
The Employee's role requires printed/paper copies of confidential records.		
The Employee requires close supervision.		
Is there any additional information that the Senior Manager should be aware of when reviewing this proposal and making a decision?		
Agreement will be reviewed annually. The first review will be on:		
Manager name (print)	Signature	Date (yyyy-mon-dd)

Part 3 - Approval (Senior Manager) as appropriate		
<input type="checkbox"/> Approve <input type="checkbox"/> Do not approve Rationale		
Comments		
Senior manager name (print)	Signature	Date (yyyy-mon-dd)

Senior Manager is to return the signed proposal to the Manager. The Manager will then continue with the process as indicated in the WFH Program.

WORK FROM HOME AGREEMENT

Agreement dated this day of ,

Between

The Governors of the University of Alberta (the university)

and

(Name of Employee)

(the Employee)

Effective: ,

The parties to this Work from Home (WFH) Agreement agree to the following terms and conditions:

1. The parties agree to enter into a WFH Agreement.
2. The parties agree that, subject to the terms of this Agreement, starting on the effective date noted above approximately ____% of the Employee's work will be performed from the home work location.
3. This Agreement will be reviewed at intervals of at least every <<<insert agreed to review period as per WFH Proposal and Application form>> intervals, starting with a review on (Date). Any failure to review this Agreement at any particular time for any reason shall not be construed as or constitute a waiver of any review required herein.
4. This Agreement will be automatically reviewed and subject to revision as necessary if there is a change in supervisor, job responsibilities, work circumstances or performance.
5. For the duration of this Agreement, all other terms and conditions of the Employee's employment will remain the same except for those explicitly referred to in this WFH Agreement.
6. The Employee's regular work schedule will consist of hours and locations identified in the associated WFH Application Form dated _____. as amended from time to time at the university's discretion.
7. The University of Alberta designated work location address is:
8. The home office location of the Employee is:
 - a. Home Office Address:
 - b. Phone Number:
 - c. Fax Number:
 - d. Email:

9. The Employee agrees to make the home office accessible for on-site visits by designated representatives for safety inspections, accident investigations, equipment audits and other business-related matters upon 24 hours' notice or less if agreed to by the Employee or as required by law. Such visits will occur during normal business hours of the university, except in cases of emergency.
10. The Employee agrees to follow all applicable University of Alberta Policies and Procedures including but not limited to:
 - [Code of Conduct](#)
 - [Conflict of Interest and Commitment and Institutional Conflict Policy](#)
 - [Workplace Impairment Policy](#)
 - [Hazard Identification, Assessment, and Control Procedure](#)
 - [Training and Competency Policy](#)
 - [Access to Information and Protection of Privacy Policy](#)
 - [Discrimination Harassment and Duty to Accommodate Policy](#)
 - [Ethical Conduct and Safe Disclosure Policy](#)
 - [Information Technology Use and Management Policy](#)
 - [Working Alone Guidelines](#)
 - [Sexual Violence Policy](#)
11. The Employee confirms that they have read thoroughly the WFH Program and completed the training requirements and the [Home Office Hazard Assessment](#).
12. The Employee agrees to report all work related injuries to the Manager/Supervisor immediately and to report through [ARISE – Incident Portal](#).
13. The Employee is responsible for notifying their Manager/Supervisor as soon as possible in the event of equipment or connectivity malfunction. It is expected that every reasonable effort will be made by the Employee to minimize work disruption. Alternative tasks may be assigned and plans made for an alternate work location.
14. The Employee agrees that no in-person business meetings will be held in the home office.
15. The Employee agrees to have plans in place for regular dependent care as they would if they were working at a designated business worksite and manage personal obligations outside of normal work hours, unless otherwise approved but their supervisor
16. The Employee shall be available and is required to attend work at the University of Alberta work sites for in-person meetings, training, work events and other tasks as directed by the university.
17. The Employee shall report all of their absences from work to their Manager/Supervisor or designate in accordance with regular policies and procedures.
18. The Employee will adhere to the terms and conditions outlined in the applicable collective agreements and Employment Standards legislation wherever applicable.
19. A list of equipment issued to the Employee is below, and will be tagged and updated by the Faculty/Department [Unit Equipment Coordinator](#) as necessary per the [Equipment and Furnishings Asset Management Policy](#). All equipment provided shall remain the property of the Employer.

Item	Serial # (if applicable)

20. The university will provide maintenance and repair of its equipment as a result of normal usage. The Employee will be responsible for delivery of the equipment to the appropriate university site for the purposes of repair and upgrade, including any costs incurred in delivery.
21. The Employee shall be responsible for the cost of repairs to the university's equipment that results from non-work-related incidents. The Employee agrees to and understands that costs incurred by the university for repairs to the university's equipment from non-work-related incidents shall be deducted from the Employee's next payroll cheque, or by some other arrangement agreeable to the university.
22. Where the Employee has purchased equipment or otherwise used personal funds in anticipation of a WFH Agreement being approved or continuing, they agree this is at their own expense. No claim of reimbursement or loss against the university may be made.
23. The Employee will adhere to the installation of security applications on any university issued computer (or personal computer if being used to conduct U of A work) and will be required to sign-up for Multi-Factor Authentication (MFA) and Endpoint Security applications. Employees using their personal cell phones for university business will be required to install applications such as Mobile Device Management (MDM).
24. This WFH Agreement may be amended by the university for any reason in its sole discretion with thirty (30) calendar days' written notice to the Employee.
25. This WFH Agreement can be terminated by the university or the Employee for any reason without just cause by providing the other party with thirty (30) calendar days' written notice (or a shorter period if mutually agreed).
26. In the event of an emergent situation, the university may terminate this WFH Agreement immediately and the thirty (30) calendar days notice period shall not apply.
27. Either party may end this WFH Agreement for just cause, including for a breach of term of the Agreement, without notice.
28. Where the Employee's underlying employment status is continuing despite the termination of this WFH Agreement for any reason, the Employee shall report to an assigned work-site as directed by the university. The Employee may be temporarily reassigned to an alternate work-site for operational reasons.
29. The Employee understands that should this Agreement be ended, and/or upon termination of employment, all WFH equipment provided for the Agreement will be returned immediately to the manager or supervisor.
30. In the event that legal action is required to regain possession of university property, the Employee agrees to indemnify the university for all court and legal expenses.

31. The Employee understands that for any leave of absence that is anticipated or scheduled to last more than three (3) months, the Employee may be required to return all university owned equipment to the University of Alberta. On return from the leave, reassessment of the WFH may be required.
32. The Employee has read and understands this WFH Agreement and the guidelines and procedures outlined in the WFH Program Guide, and agrees to operate in accordance with the terms and conditions described in both documents, with the provisions of this WFH Agreement taking precedence to the extent that there is any inconsistency between the documents.
33. The parties agree that the WFH Agreement reflected herein is not an entitlement, and amendment or withdrawal of any terms or aspects of this Agreement for any reason cannot and will not form the basis for any claim for constructive dismissal.
34. The invalidity or unenforceability of any term of this Agreement shall be severable from, and shall not affect enforceability of, the remainder of this Agreement.
35. All covenants of the Employee shall survive the termination of this Agreement and the termination of the Employee's employment.
36. This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable in Alberta.
37. Changes to this Agreement must be in writing and require the completion of an amended, signed Agreement that will be placed on the Employee's personnel file ([via Shared Services](#)) and a copy provided to the Employee.
38. This WFH Agreement and any other agreements or materials expressly incorporated by reference herein constitute the entire agreement between the parties with respect to the WFH Agreement between the parties, and supersede and replace any and all prior agreements, undertakings, representations or negotiations in that regard. The parties agree that they have not relied upon any verbal statements, representations, warranties or undertakings in order to enter into this Agreement.
39. **Additional Conditions** (As agreed to by the Employee and their Manager):

Manager Name	Signature	Date
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Senior Manager Name	Signature	Date
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Employee Name	Signature	Date
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Please provide signed copies of the WFH Agreement to the Employee, Shared Service Centre and Employee's file.

