

**Work from Home Policy**

**About This Template**

Due to COVID-19, companies everywhere were forced to quickly pivot their workers to remote work. Employers now understand that remote work arrangements really do work in the long term. As long as employees are provided with the tools they need, Work from Home policies can assist in providing clear guidelines. You will find below a template to help you create your own Work from Home Policy.

The policy guideline includes recommendations for inclusions; however, it can be customized for your organization. You simply download the template, customize it, and it’s ready to use.

This template was drafted by Whitten & Lublin Employment Lawyers in consultation with HRPA. It is intended to provide guidance and does not constitute legal advice. It is always recommended that you consult with your organization’s legal advisor(s) when interpreting and applying the law in your workplace.

**Work from Home Policy**

***Prepared on [add date]***

**Overview**

**[Employer name] (the “Company”)** supports flexibility in employee work arrangements whenever it is possible and practical to do so. This Work from Home Policy (the “Policy”) outlines the Company’s administration of Work from Home (“WFH”) arrangements for employees who are approved to work remotely.

All WFH employees are required to review and adhere to this Policy. However, WFH cannot be implemented for all positions. WFH arrangements are a privilege and not a guarantee or an entitlement. All WFH arrangements require the approval of management/the WFH ***Committee [Insert specific department/committee in charge of WFH]***, if any and are never permanent, nor are they a term of an employee’s employment.

Due to the evolving nature of the Company’s business, the Company may amend this Policy as it deems appropriate. Any employee who violates this Policy, including, but not limited to providing information pursuant to this Policy dishonestly, will be subject to discipline up to and including the termination of their employment for cause.

**Purpose and Scope**

The purposes of this Policy are to assist the Company in applying clear standards to determine which positions are eligible for WFH, and to establish terms, conditions and expectations for employees regarding WFH arrangements.

This Policy applies to all employees who have been authorized to work from home.

This Policy will be governed by and interpreted in accordance with all applicable legislation, including, but not limited to, Ontario’s *Employment Standards Act*, 2000 and the *Occupational Health and Safety Act*.

**Terms and Conditions**

The principles applicable to WFH arrangements are as follows:

1. General
2. The Company may unilaterally alter or cancel WFH arrangements at its sole discretion for any reason. If that occurs, employees must resume their regular working hours at their regular place of work as directed by their manager. By signing below, you agree that such a decision is reasonable and within the Company’s legitimate discretion, and that no alteration or cancellation of WFH arrangements will amount to a constructive dismissal.
3. Employee duties, hours of work, compensation, benefits, vacation and other fundamental terms and conditions of employment shall not change due to WFH arrangements, except as may be agreed upon with the Company in writing.
4. Employees working from home must complete their work and meet the requirements for their position. The performance standards for WFH employees are equivalent to the performance standards for employees when working at the Company’s premises. Nothing in this Policy waives or alters expected standards of employee performance or behaviour in the workplace. Poor employee performance may result in the removal of WFH arrangements and discipline up to and including the termination of employment for cause.
5. WFH employees must make appropriate dependent care arrangements and manage personal responsibilities in a way that allows successful performance of their job responsibilities.
6. Employees may submit written requests for any WFH accommodations in advance. These requests will be assessed by ***[Insert position or department]*** on a case-by-case basis at the Company’s discretion. Accommodation requests will not be authorized unless and until a written agreement regarding the accommodation is in place. Employees should submit accommodation requests with as much clarity and advance notice as possible. The Company reserves the right to require additional documentation to support any employee accommodation request.
7. All WFH employees must utilize ***[Insert Time Management System]*** as directed by the Company for all work start, break and end times daily. An employee’s failure to do so may result in discipline and/or compensation only for reasonable time worked at the Company’s discretion. ***[This clause can be removed if the Company does not use a Time Management System].***
8. WFH employees must conduct only company business and activities while working from home during working hours. No outside activities, such as volunteer or other work, will be permitted.
9. Designated Workplace
10. While working from home, employees are responsible for setting up and maintaining a “Designated Workspace” at home that is quiet, clean, safe and with adequate lighting, ventilation and security. You agree to allow the Company and/or its agents to inspect your Designated Workspace through virtual means, pursuant to the Company’s obligations under the *Occupational Health and Safety Act*.
11. Employees may not hold work meetings with colleagues, customers or the public at their homes.
12. While working from home, employees must be accessible by telephone, videoconference, e-mail and instant messaging application, if any, during their normal working hours.
13. Employees are only permitted to work from home from their primary residence. Certain employees may, on occasion, be permitted to work elsewhere, but only with the written permission of their manager.
14. If an employee becomes injured or ill in the Designated Workspace in the course of their working duties, they must immediately report the injury or illness to their manager.
15. In case of any injury, theft, loss, tort or other liability (including potential liability) related to the WFH program, by signing below, you agree to allow the Company and/or its agents to investigate and inspect your Designated Workspace.
16. Security and Confidentiality
17. You acknowledge that your duties of confidentiality, as detailed in the Company’s Employee Handbook and your employment contract, apply to all aspects of the Company’s business while participating in the WFH program***. [Modify as necessary or remove if the client does not have an Employee Handbook, confidentiality policy or confidentiality clauses in their employment contracts].***
18. Employees must take all reasonable steps to maintain security and confidentiality of company property at the same level as expected at the Company’s premises. Employees in violation of this requirement will be subject to discipline up to and including the termination of employment for cause.
19. Company property and other confidential material shall not be removed from the Designated Workspace or accessed through an employee’s personal computer, smartphone or other electronic device, unless approved in advance in writing by their manager. Employees are personally responsible for ensuring that non-employees do not access company data or other property, either in print or electronic form.
20. The Company will provide WFH employees with the equipment essential to their job duties, such as ***[Insert equipment provided by the Company, such as computers, laptops, cell phones, tablets, monitors, headsets, webcams, and keyboards].*** The Company will also install any required software on the equipment. This equipment is company property and must be returned at the end of employment or earlier, at the Company’s request. Further terms and conditions of using company property are detailed below.
21. Employees are responsible for providing all non-essential equipment, such as a printer, printing supplies, additional monitors and office furnishings ***[Modify this list as appropriate]. Employees will need to access the Company’s systems through high-speed internet service and [insert method, such as a virtual private network].*** The Company will not compensate employees for use of their personal cell phone or home internet use unless pre-approved by their manager in writing ***[Modify or remove this sentence is the Company offers some kind of reimbursement]***. Employees are responsible for all incidental costs of a home office, such as residential utility costs or cleaning services.

**Use of Company Equipment During WFH**

Employee use of company equipment during WFH is governed by the terms and conditions below:

1. Employees are personally responsible for any company equipment in their possession and for keeping the equipment in good working order.
2. Employees are not permitted to install any program or software on company equipment, except as may be authorized by the Company in writing.
3. As noted above, company equipment shall not be removed from the Designated Workspace or accessed through a non-company computer, smartphone or other electronic device, except as may be authorized by the Company in writing.
4. Employees must ensure that their company equipment is secured and protected. This may include but is not necessarily limited to password protection and following all required data protection practices, such as data encryption.
5. Only you are authorized to use company equipment issued to you.
6. You must report malfunction, loss, theft or damage to any company property immediately.
7. Any unauthorized use of or access to company equipment is a violation of the WFH program and your employment contract.

**Questions and Concerns**

Employees should consult with their manager if they have any questions or concerns regarding this Policy.

If any question or concern regarding this Policy cannot be resolved with an employee’s manager, the matter should be brought to the attention of the Company’s Human Resources department.

**Employee Acknowledgement**

I have read the *Work from Home Policy* set forth above. I understand its contents, agree to abide by it and acknowledge that the Policy forms part of my contract of employment. I also agree to seek clarification from my manager regarding any aspect of the Policy on which I am unclear.

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| --- | --- | --- | --- |
| **Employee Name:** |  |  |  |
| **Employee Signature:** |  | **Date:** |  |