

**Policy: Remote Work**

<b>Department:</b>	Human Resources	<b>Bylaw #:</b>	
<b>Effective Date:</b>		<b>Version:</b>	
<b>Approved by:</b>	Counties Council	<b>Approval Date:</b>	
<b>Legislative Authorities:</b>	<i>Employment Standards Act, 2000 (ESA), Ontario Human Rights Code, 1990, Municipal Freedom of Information and Protection of Privacy Act, 1990</i>		

**Policy Statement**

The United Counties of Leeds and Grenville (Counties) recognizes the modernization of the workplace and supports its employees to work remotely work to foster a productive and flexible work environment where operationally possible without compromising the delivery and quality of services provided to the community. Working remotely may be approved when the job can be performed without disruption to productivity and/or service levels.

**Purpose**

The Counties values its employees and offers enhanced flexibility in work arrangements, such as remote work, in support of employee wellbeing and improved work-life balance, while continuing to maintain internal and external service levels. This policy outlines corporate requirements and employee responsibilities for working remotely.

**Definitions**

**Anchor day:** Predetermined day(s) on which the employee attends their assigned Counties work site. Anchor days will be outlined in the employee’s Remote Work Agreement but may be changed with the approval of the employee’s Supervisor/Manager or changed by the employee’s Supervisor/Manager as operationally required. The minimum number of anchor days required will be determined based on the position.

**Designated work location:** The location within the employee’s home in which the employee will establish a suitable, dedicated workstation.

**Standard Work Week:** The standard number of hours an employee is at work in any given week. This is normally 35, 37.5 or 40 hours.

**Regular Business Hours:** Core business hours for office-based positions are typically the hours between 8:00 a.m. and 4:00 p.m. Alternatively, “regular business hours” is defined as the employee’s usual scheduled hours of work.

**Remote Work:** Remote work is an arrangement that allows an employee to work remotely from home on a temporary basis.

**Scope**

This policy applies to all full-time, part-time and contract non-union employees of the United Counties of Leeds and Grenville who have completed their probationary period at the Counties. Where any part of this policy is covered by a departmental policy, the departmental policy will prevail. Remote work instituted as part of emergency and business continuity planning is not covered by this policy.

## 1. General

- a. There must continue to be adequate coverage to fulfil the needs of the internal and external customers without sacrificing quality, efficiency and productivity. Approval will not be granted if it would diminish the level or quality of service to the public or internal customers, result in additional cost to the Counties, or place undue hardship on other staff resources.
- b. Due to service delivery needs and the type of work involved, remote work arrangements cannot be implemented for all positions at the Counties. Further, some divisions or departments may have greater flexibility than other divisions or departments to approve certain arrangements. Hence, there will be variation across the Counties and within departments in the ability to implement remote work based on the positions and nature of work in each department.
- c. Working remotely is an employee privilege and not a guarantee or an entitlement. Remote work must be requested in writing and approved by the Manager or Director before the arrangement commences.
- d. A detailed agreement outlining the conditions for remote work approval must be signed by the Manager and Employee. The agreement will clearly identify:
  - i. Remote work schedule (i.e., anchor and remote workdays)
  - ii. Duration of the agreement
  - iii. Conditions to be met by the employee during the agreement.
  - iv. Termination of agreement
- e. Remote work must adhere to employment laws, (e.g., *Employment Standards Act* provisions related to meal/break times and overtime) and Counties policies, where applicable.
  - i. Employees are legislated to take at least a 30-minute unpaid meal break during or not later than the end of five hours of working.
  - ii. Overtime will continue to be paid in accordance with the Hours of Work Policy where overtime must be preapproved and includes hours worked over and above an employee's standard weekly hours as agreed to in their Remote Work agreement.
  - iii. Employees are not expected to respond to emails or calls outside of their regular working hours except if the employee is scheduled to be on-call or they are preapproved to work overtime. See Disconnecting from Work Policy.
  - iv. Vacation and public holidays will be in accordance with the applicable Vacation Leave and Statutory and Paid Holidays policies.
- f. Attendance at assigned Counties worksite from time to time (e.g. anchor days, meetings, training) is not subject to mileage reimbursement.
- g. Temporary or ad hoc remote work may arise through other exceptional circumstances such as special projects. An agreement is not required where the arrangement is short-term, i.e., an occasional day; however, approval and eligibility requirements must continue to be met. Depending on the circumstances, these requests may be denied if the Counties worksite is open, and the employee is required to provide services on-site.
- h. The designated remote work location must be located within the Province of Ontario.
  - i. Directors may on an exceptional basis, approve a temporary work location outside the Province of Ontario.

- i. Legislatively required health or family accommodation is separate from this remote work policy. Remote work is not a replacement for a workplace accommodation. Employees who require workplace accommodation should contact their Supervisor and their Human Resources Consultant.

## 2. Eligibility

- a. Basic Eligibility Requirements:
  - i. Remote work will be approved only for those employees who have demonstrated, and who continue to demonstrate satisfactory or effective performance and attendance;
  - ii. Employees who have been subject to any disciplinary action in the previous six months will not be eligible for consideration;
  - iii. Employee has successfully completed their probationary period with the Counties;
  - iv. There is no increased labour, operational or capital costs to the Counties arising from approved remote work arrangements;
  - v. Work can be sent to and from the employee's designated work location with ease, speed and confidentiality;
  - vi. There are regularly completed duties with a low requirement for in-person face-to-face contact with management, direct reports, community members, clients, other employees, etc.
  - vii. The needs of internal and external customers can be satisfied without adverse impact to the Counties.
- b. Requests to work remotely must be made in writing at least two weeks before the proposed start date.
  - i. Where an employee is requesting an ad hoc arrangement, the request should be made as soon as possible, but may be considered with less than two weeks' notice.
- c. Each position will be assessed by the Department Manager for the applicability of remote work, including:
  - i. Positional duties and responsibilities;
  - ii. Percentage of total job duties appropriate for remote work;
  - iii. Labour, operational or capital costs;
- d. Requests will be considered in the context of the whole department/teams and its operational needs. This may require coordination between department supervisors. Approvals and remote work schedules may be adjusted to accommodate requests from other employees to ensure equitable access to this flexibility.
- e. Denial of remote work will be communicated in writing. Reasons for the denial must be indicated.
- f. Employees must have established regular working hours.

### **3. Hours of Work**

- a. A maximum of two remote workdays per week may be approved. The number of workdays per week to be approved is to align with the amount of work that can be properly completed remotely without over taxing other employees to support the work (e.g., additional scanning and emailing to the remote employee).
- b. Policy exceptions such as a greater than the maximum number of remote workdays or a fully remote position require CAO approval and a business case for same.
- c. Where an employee has established anchor days, the employee is expected to maintain their hybrid schedule per their remote work agreement. Deviations from the approved schedule require Supervisor/Manager approval.
- d. Employees working remotely will maintain the Counties' regular business hours and must dedicate full attention to the job duties during the regular workday. Employee must be reachable and responsive by email and telephone during their scheduled hours except for normal break periods and/or when in a work-related meeting, training etc.
- e. Work time shall not be reduced for or impacted by family care, childcare, household chores or work for another employer.
- f. The employee will be prepared to attend their assigned Counties worksite when requested, even on short notice and days scheduled to be working remotely. The employer will endeavour to keep such requests to a minimum and exceptional circumstances.
- g. If the employee is unable to perform their regular work duties remotely due to illness, loss of internet/phone service, etc. the employee must promptly notify their supervisor.
- h. There will be no substitution of remote workdays or revision of approved location-based schedule in the event an approved remote day is also a statutory holiday.
- i. Remote work cannot be combined with the Compressed Work Week afforded through the Flexible Work Arrangements Policy.

### **4. Duration of Remote Work Agreement**

- a. The remote work agreement may be put in place for a maximum of one year with a review after three (3) months to determine whether the arrangement has been beneficial for both the Counties and the employee. After one year the employee may apply to extend their remote work arrangement indefinitely with annual reviews.
- b. Annual requests to continue working remotely are due by February 1<sup>st</sup> to allow Managers to consider scheduling issues and operational requirements. In-year or new requests may be considered on a first-come basis in the context of operational needs.
- c. Annual reviews will consider whether it is operationally feasible to continue with the arrangement and are subject to the employee meeting the following employment requirements on a continuing basis:
  - i. The employee performs all job duties at a satisfactory performance level;
  - ii. The employee maintains a satisfactory level of attendance;
  - iii. The employee's work schedule does not interfere with normal interactions with their supervisor, co-workers, or customers/clients;
  - iv. The employee's altered schedule does not adversely affect other employees in the performance of their job duties.

## 5. Cancellation

- a. The Counties reserves the right to alter, suspend, or discontinue approved remote work arrangements, for any reason, by providing reasonable notice to the employee. Reasons the agreement may be altered, suspended or discontinued include, but are not limited to:
  - i. Emergency situations;
  - ii. Absence of a co-worker;
  - iii. Staff training/conferences/in-person meetings;
  - iv. Peak vacation periods;
  - v. Allowing equitable access to remote work if additional requests are received.
  - vi. Any occupational health and safety issues which may be a factor in the health and safety of the employee, co-workers and customers/clients;
  - vii. Unsatisfactory productivity/performance and/or failure to meet the conditions of the agreement.
- b. Employees may terminate their agreement early by notifying their supervisor and/or Manager of their desire to return regularly to their assigned usual work location and mutually agreeing on a date.
- c. Reasonable notice is defined as two weeks' notice or alternatively, as mutually agreed upon by the employee and the designated manager.

## 6. Confidentiality

- a. The employee remains responsible for ensuring information, electronic or hard copy, is kept confidential and free from access by anyone not required to have access for their duties as an employee of the Counties to at least the same degree as when working from their regular Counties work location.
  - i. Any real or suspected breach of this clause where there may be unauthorized access, disclosure, loss or theft of personal/sensitive information or a Counties device, must be immediately reported by the employee to their supervisor.
- b. Employee remains responsible to ensure confidentiality of any work-related telephone calls/conversations taking place while working remotely is maintained by taking all necessary precautions. This includes but is not limited to ensuring no one else in the home can overhear any conversation confidential in nature.
- c. Employee is responsible for the safe and secure transport of all confidential and/or personal information removed from the municipal worksite and for the safe and secure return of such information to the Counties.
- d. Employees will complete and save all work on Ministry and/or Counties network systems; no work-related materials are to be saved on the employee's personal computer equipment.
- e. Work products developed or produced by the employee while working from home remain the property of the employer.
- f. To protect staff's personal information, staff making work related calls from a personal phone should take steps to ensure the phone number is blocked.

## **7. Equipment and Technology**

- a. Employees using employer-owned equipment will be responsible for ensuring all items are properly used and maintained in accordance with Counties policy. Employees agree to take reasonable steps to protect the equipment from theft, damage, or misuse, and will return the equipment in good working order upon return to the workplace and/or at the request of the employer.
- b. All equipment provided remains the property of the Counties and is provided only for the use and access of the employee for work purposes. Equipment provided by the Counties may be recalled on 24 hours' notice.
- c. In the event an employee does not have the use of mobile employer-owned equipment, the employee is expected to use their own equipment and technology. The Counties will provide remote VDI access.
- d. Use of VPN or VDI as applicable to working remotely may require the installation of an electronic token on the employee's personal cellular phone.
- e. Phone calls between the employee's home and the workplace are permissible and the toll-free line can be used where long-distance charges may apply.
- f. Employees are not eligible to claim any expenses from the Counties that are incurred due to remote work arrangements, including insurance, phone lines, phone bills, internet connection and usage fees, utilities, meal allowance, hydro, etc. Remote work should not create any new costs for the Employer.
- g. Employees are responsible to ensure they have adequate internet service at their remote work location, to allow them to perform their job duties in a reasonable manner. Failure to meet this requirement may result in termination of the arrangement until such time as appropriate service is available.
- h. Employees may access basic office supplies required to perform duties while working remotely (e.g. pen, paper) from Counties' stock. Items, such as printer ink cartridges, not routinely supplied to employees will not be specially ordered to support remote work and are the responsibility of the employee.
- i. Employees approved for a remote work arrangement may be required to share or reserve a workstation on days scheduled to be at their regular Counties work location.

## **8. Health and Safety While Working from Home**

- a. Employee and employer rights and responsibilities as it relates to workplace health and safety and workplace illness or injury still apply while working remotely. The Employee will take every reasonable precaution to maintain a safe working environment while working remotely.
- b. The designated home workstation must meet health and safety requirements including being ergonomically sound and appropriate to the nature of the work.
- c. Employees will report to their supervisor without delay, any accident or job-related injury occurring in the course and scope of employment while working from home.

- i. The employer maintains the right to investigate any alleged accident or injury claims that occur at the home.
  - ii. The employee will grant access to the remote work location by the Ministry of Labour or Workplace Safety Insurance Board authorities when required.
- d. The employee remains liable for injuries to third parties and/or members of the employee's family on the employee's premises.

## **9. Ineligible Items**

- a. The Counties' insurance coverage does not cover equipment owned by the employee.
- b. The Counties will not be liable for loss or damage of the Counties' property in the care of the employee at the approved remote work location. The employee shall be responsible for the costs associated with loss or damage.
- c. The Counties does not require any employee to work remotely and therefore we will not issue a T2200. For further information, please visit the Canada Revenue Agency website.

## **10. Compliance**

Any failure to adhere to and/or abuse of the Remote Work Agreement will result in immediate termination of the agreement and of the privilege to work remotely, and may result in appropriate disciplinary measures, up to and including termination from employment.

## **11. Roles and Responsibilities.**

Director, Manager or Supervisor is responsible to:

- Determine whether a request for working remotely is feasible and practical in the context of job duties, past performance, equipment requirements and operational requirements.
- Maintain ongoing communications and monitor performance.
- Communicate job expectations, e.g., hours of work, deliverables/deadlines to be met, meeting attendance, etc.
- Stay in regular communication with employees working remotely to support their success, performance, and wellbeing.
- Follow the established protocols if the employee reports a workplace accident including completing an Accident/Incident Report, Form 7, and reporting to Human Resources.
- Endeavour to provide reasonable notice if an employee is required to attend a work function on-site or at another location or otherwise alter their approved work location schedule (unless it is due to an urgent situation).
- Adjust, suspend or terminate the remote work arrangement if circumstances arise that justify the change.

Employee is responsible to:

- Request and obtain approval prior to beginning remote work.
- Adhere to all employer rules, policies, procedures, practices and instructions as would apply if the employee was working at their regular work location.
- Adhere to the terms of their Remote Work agreement.
- Take all reasonable precautions to maintain their health and safety while working from home.
- Ensure performance goals and service levels continue to be met.
- Take all reasonable precautions to ensure the security of confidential information including personal information and private conversations.
- Immediately report any potential breach of privacy.
- Ensure home/personal internet service if duties require online internet service and/or access to the Counties' computer network.

Human Resources Department is responsible to:

- Provide guidance associated with the policy.
- Ensure the employee submits a complete Remote Work Health & Safety checklist.

## **Approval and Review**

This policy is approved by Council and reviewed by the Directors and CAO annually or as required. Procedures and forms associated with this Policy are operational in nature and may be revised from time to time by the Human Resources Manager.

## **Inquiries**

Questions, concerns or suggestions may be directed to the Departmental Manager or Supervisor.

## **Appendices**

Appendix A – Remote Work Request form

Appendix B – Remote Work Agreement template



## Remote Work Request Form

**Part A:** to be completed by the Employee

**Name:** \_\_\_\_\_  
**Department:** \_\_\_\_\_  
**Department Manager:** \_\_\_\_\_

**Please describe the proposed arrangement in detail** (i.e. location and schedule of work including anchor days)

**Date of Request:** \_\_\_\_\_ **Preferred Date to Commence:** \_\_\_\_\_

**Duration of Arrangement:** (maximum of one year): \_\_\_\_\_

**Describe the typical tasks/current duties of your position that can be performed from home:**

**What percentage of your total duties does this represent?** \_\_\_\_\_

**Describe any typical tasks/duties of your position that cannot be performed from home:**

**Please describe your proposed designated work location in your home.**

Is your proposed work location:

In a shared space?  Yes  No

In an office or vacant room?  Yes  No

In a space where it is easy to concentrate?  Yes  No

Arranged to support neutral postures to minimize the risks of musculoskeletal disorder injuries.

Yes  No

Is there is adequate space to work effectively?  Yes  No

I can work on the computer (via internet connection) and be available by phone at the same time.

Yes  No

**Part B:** to be completed by Department Manager

I,  support or  do not support the request.

**Rationale:**

**Manager Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Part C:** to be completed by the Director

**Discussed with Department Manager:**  Yes  No

**Request Approved:**  **Request Denied:**

**Concerns/Suggestions:**

**Director Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Remote Work Agreement

### Section 1: Agreement Established

This remote work agreement is established between the United Counties of Leeds and Grenville (Counties) and (Employee Name)\_\_\_\_\_. This agreement shall become effective as of (Date/Month/Year)\_\_\_\_\_ and shall remain in effect until (Date/Month/Year)\_\_\_\_\_, barring any necessary modifications or termination of the agreement by the United Counties of Leeds and Grenville, the employee, the manager or successor to the manager of the employee.

### Section 2: Remote Work Schedule Details

	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1 of Pay period	On-Site <input type="checkbox"/> Home <input type="checkbox"/>	On-Site <input type="checkbox"/> Home <input type="checkbox"/>	On-Site <input type="checkbox"/> Home <input type="checkbox"/>	On-Site <input type="checkbox"/> Home <input type="checkbox"/>	On-Site <input type="checkbox"/> Home <input type="checkbox"/>
Week 2 of Pay period	On-Site <input type="checkbox"/> Home <input type="checkbox"/>	On-Site <input type="checkbox"/> Home <input type="checkbox"/>	On-Site <input type="checkbox"/> Home <input type="checkbox"/>	On-Site <input type="checkbox"/> Home <input type="checkbox"/>	On-Site <input type="checkbox"/> Home <input type="checkbox"/>

### Section 3: Terms & Conditions

1. I have read and understand my responsibilities under the Remote Work Policy, and I agree to adhere to the requirements of the Remote Work Policy.
2. I will take every reasonable precaution to maintain a safe working environment while working remotely.
3. Further, I acknowledge that I will comply with all Counties policies and procedures, legislation and regulations referred to therein, and any other directions or policies issued by the Counties.
4. I will immediately inform my supervisor/manager of any changes that may alter the information provided in my request or as indicated in this agreement.
5. This agreement may be discontinued, altered or temporarily suspended in accordance with the Remote Work Policy.
6. I am entering into this agreement voluntarily.
7. I acknowledge that the terms of this remote work agreement may be altered or cancelled by the Counties at any time.
8. This agreement shall be reviewed no later than (date) \_\_\_\_\_ to assess compliance with the Remote Work Policy and agreeability of the arrangement for both the employee and employer. Any alterations made as a result of the review shall require amendment to, or termination of, this Remote Work Agreement.

9. I acknowledge that the establishment of this remote work agreement does not create a contractual entitlement to any ongoing remote work arrangement and that I may not commence any proceeding against the Counties for breach of contract or constructive dismissal in the event the Counties alters or cancels this remote work agreement.
10. This Agreement is entered into without prejudice and without precedent to any other matter now or in the future, except to enforce the terms of this Agreement itself.

I have read and understand this agreement and all its provisions. By the signing below, I agree to be bound by its terms and conditions.

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Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

#### **Section 4: Supervisor Acknowledgement**

1. I confirm the employee's duties can be performed from home and existing levels of service will be maintained or improved.
2. I confirm this agreement is operationally feasible and cost-effective based on the schedule above.
3. I confirm this agreement is mutually acceptable to the employee and supervisor.
4. I confirm the employee's performance and attendance are satisfactory and the employee displays work habits supportive of a successful remote work arrangement.

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Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

#### **Section 5: Manager/Director Approval**

1. I confirm the employee's duties can be performed from home and existing levels of service will be maintained or improved.
2. I confirm that this agreement is operationally feasible and cost-effective based on the schedule above.

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Department Manager/Director Signature \_\_\_\_\_ Date \_\_\_\_\_