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|  | #2 – Human Resources Policy Manual  PART F – Terms and Conditions of Employment  **Section 6 - Remote Work Policy** | |
| Oversight Body: SOT Approving Body: SLT | Ref# 2-F-06 |
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| Last Revision: February 27, 2024 |

# Policy

This policy supports Compass’s implementation of remote work arrangements in a fair, equitable and transparent manner and ensures compliance with applicable legislation and contractual obligations (e.g. Occupational Health and Safety, Privacy, Information Technology, Collective Agreement language, etc.).

# Purpose

The Remote Work Policy outlines the eligibility requirements and expectations required to engage in a Remote Work Agreement (Appendix 2-F-06 A) in a way that allows employees to meet client needs and the requirements of their position at Compass.

# Scope

This procedure and Remote Work Agreement (RWA) apply to all employees and locations during normal working conditions. During periods of extraordinary circumstances, such as a pandemic, the employer may request or require that employees work remotely for a temporary period even if some eligibility requirements have not been met. Such arrangements are a result of an emergency response and reasonable attempts will be made to follow this procedure where possible, at the discretion of the employer.

Eligibility to work remotely will depend on the nature of the employee’s job, performance needs, availability of electronic resources and the overall feasibility of a remote work arrangement. Compass has the right to approve, deny, modify or rescind a RWA.

This policy does not alter or replace the terms of an existing employment contract, relevant Collective Agreement, policies, procedures, practices, or legislation, including but not limited to the Employment Standards Act, Human Rights Code and AODA, which apply regardless of work location.

If established, a RWA is not to be considered permanent and will not entitle an employee to an ongoing or future arrangement. Eligibility will be reassessed from time to time, and a RWA may be temporarily or permanently canceled, for reasons including, but not limited to: if an employee changes positions within the agency, performance concerns are identified, as part of return to work following an absence, as part of attendance support, or if the agency determines a remote work arrangement is not operationally feasible. Any existing RWA may be re-evaluated, modified, or rescinded at the discretion of management. Individuals will be provided advance notice that is reasonable in the circumstances.

In the event the employee determines it is necessary to terminate an existing RWA, it may do so providing written notice (minimally 48 hours) providing an explanation as to why the

RWA is being terminated. Termination or denial of a RWA will not necessarily preclude future RWAs and employees may express interest in the future.

There are times when employees who work remotely will be required to attend their designated work location. This would include “anchor days” (predetermined days in which the employee attends the site), for internal or external meetings, or as requested to attend onsite by Leadership.

# Procedures

When the term “Manager” is used in the following procedure and no manager is assigned, it refers to the Supervisor.

# Guiding Principles

The following principles will guide the implementation of RWAs:

* The parties will ensure that the employee’s duties are fulfilled without compromising quality of service.
* Remote work is an option extended to staff, not a right, and is at the ultimate discretion of the employer.
* Misuse of a RWA may result in a temporary or permanent rescindment of the RWA.
* Job descriptions or job classifications must not be altered as a direct result of a RWA. The nature and function of positions must remain intact at the discretion of the employer.

# Responsibilities

Compass will:

* Ensure employee completes the RWA and demonstrates that their remote work site meets the standards of the organization for safety via completion of the Remote Work Health and Safety Inspection (Appendix 2-F-06 B), initially or as otherwise required;
* Ensure employees are properly trained to work remotely including, but not limited to, use of technology, health and safety, and records compliance;
* Follow established protocols in the event that the employee reports a workplace accident;
* Provide advice and guidance, as requested, on remote work procedure;
* Support the resolution of remote work issues associated with Health and Safety, Sick Leave or WSIB claims which will be assessed on an individual basis and may result in a return to the office setting;
* On a regular basis, review and update the procedure as needed and ensure its application is in compliance with relevant legislation, and considers internal feedback; and
* Maintain records, such as the RWA, in the employee’s file.

# Eligibility Considerations

Employees whose job duties can be carried out effectively remotely, in whole or in part, (e.g. some days of the week in the office and some days are working from home) may be eligible to participate. In some cases, employees will not be eligible to participate because of staffing levels, the necessity to conduct work on-site or out in the community, the nature of work and operational demands, or manager discretion.

# Basic Eligibility Requirements and Employee Responsibilities

* Employees must abide by all Compass policies and procedures, all existing municipal policies, procedures and practices, and abide by the terms and conditions of this procedure such as the use of applicable information technology, maintenance of a safe

and healthy remote workstation, the reasonable protection of confidential information and all other expectations identified in this procedure and the accompanying RWA.

* The employee must have suitable internet connectivity, be able to maintain confidentiality, and meet the required deliverables of the position.
* Client services are to be offered based on expressed need of the client and/or best practice.
* Completing work remotely must be operationally feasible. There should be no increased labour costs or significantly increased unapproved operational or capital costs (excluding IT equipment costs) because of the arrangement.
* Childcare needs must be in place to support the employees’ ability to report to the office or alternative work location, within 1.5 hours from receiving notice. (Please note that remote work is not intended to serve to facilitate an individual’s ongoing obligation with respect to care of another, e.g. child or adult.);
* The employee must have access to reliable transportation to support their ability to report to the office or alternative work location, within 1.5 hours from receiving notice.
* The employee must ensure that remote work background/surroundings are professional and free of messaging that is not part of the agency's brand. This includes the

employee’s choice of background posted on virtual meeting platforms (e.g. Zoom, MS Teams, as applicable), in that it meets with the agency’s approval in its sole discretion.

# Application and Approval

Employees who are approved to work remotely are required to communicate with their Manager and fulfill duties as per their role and job description. Permission to work remotely on an ongoing basis must be pre-approved by the agency and a RWA must be established. Any employee working one or more days per week remotely on a continuous and regular basis will seek approval through this procedure; ad hoc requests from office-based staff to work remotely on occasion do not require a RWA but requires approval from their Manager via an email or text message.

# Remote Work Agreement

The RWA is a document signed by the employee and management that outlines the conditions for that employee. While the Remote Work Policy is more general in nature, the RWA provides details to a specific assignment and employee.

Each employee approved to work remotely is required to sign a RWA, which stipulates the terms of the arrangement and that the arrangement is entered into voluntarily. There are no exemptions from this requirement, unless determined necessary as part of an emergency response plan.

The establishment of a RWA under this policy does not create a contractual entitlement to an ongoing remote work arrangement and the terms of a RWA established under this policy may be altered, modified or terminated by the agency at any time. All employees that request a RWA are required to acknowledge that the establishment of a RWA does not create a contractual right to any ongoing or future remote work arrangement and that Compass has the express and unfettered right, acting reasonably to cancel or alter the terms of any remote work arrangement.

# Duration, Reviews and Evaluation

The RWA is reviewed by Compass and the employee when deemed necessary to determine if it is operationally feasible to continue with the arrangement and what changes may be required.

# Remote Location

* While the employee’s designated work location remains unchanged, their remote

location is an off-site location, typically the employee’s home residence, in which they will establish a suitable workstation, approved by the employer.

* The application to work remotely must identify the suitable remote workstation at the remote location. Employees are expected to notify their Manager of any change to the approved remote location or workstation and may be required to reapply for the

Agency’s consideration to continue the Remote Work arrangement depending on the change in circumstances.

* As required, employees may be required to report to their designated work location or other location for meetings, training, events or other business purposes.

# Information Technology

* Compass will provide and maintain essential computer hardware necessary to work remotely effectively as specified in the RWA, including a laptop, docking station, monitor, keyboard and mouse.
* Employees must take reasonable steps to protect Compass property from theft, damage, or misuse. The employee may be held responsible for any damage to or loss of agency property.
* All property owned by the agency used by the employee at their remote work site is to be returned to Compass when the employee ceases to work remotely and/or for the agency. Failure to do so may result in a report to local law enforcement and recovery of cost, possibly through collections, as needed.

# Furniture and Equipment

* The employee is responsible for providing adequate workspace and furnishings while working remotely.
* The employee is responsible for the relocation of agency borrowed property to and from the remote work location, as well as the proper installation, maintenance and cleaning thereof. Support staff from IT or Operations will only provide remote support.
* All property owned by the agency and used by the employee at their remote work site is to be returned to the agency when the employee ceases to work remotely and/or for the agency.

# Expenses

* Employees who work remotely are responsible for expenses relating to insurance, communication lines including internet connection and usage fees, utilities, as well as procurement and maintenance of remote workstation furniture and IT equipment not provided by Compass.
* Employees who work remotely will be eligible for a one-time $250 stipend to support the purchase of office equipment. Further, if an employee accepts the stipend and they request to terminate the RWA or resign from the agency within six (6) months of receipt of the stipend, they will be required to reimburse Compass for the full amount paid. For further clarification, should an employee be re-hired by the agency, they will not have eligibility for the stipend if it has been previously provided at any point during their employment history with the agency.
* Employees may access necessary office supplies required to perform their duties (see Policy 5-A-18 Standardized Supplies) from their designated worksite. The employee is responsible for purchasing and stocking all other supplies. All employees are encouraged to go paperless whenever possible; however, if required, employees can use the printers at their designated work location.
* It is the employee’s responsibility to determine any tax implications of maintaining a home office area. The agency will not provide tax guidance nor will assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax

professional. Remote work arrangements will not lead to a taxable benefit.

# Travel Expenses

* Work-related travel costs will be reimbursed in accordance with the Collective Agreement and Compass Policy.
* An Employee travelling to any other work location on agency business shall be compensated for the mileage travelled to such work location using the most direct route either from their remote work location or their designated work location, whichever is lesser.
* Employees will not be compensated for the mileage travelled or be considered as time worked on their first trip from their remote work location to their designated work location in a day, or for their final return trip to their remote work location. Additional mileage will not be paid unless an employee is directed by a Manager or designate to attend the designated work location or other location more than once on the same day.
* Employees are expected to coordinate their initial travel to and from their work location so that it does not interfere with their regular workday hours excluding the lunch period and rest periods in accordance with the requirements of the Employment Standards Act and the Collective Agreement.

# Health and Safety

* The agency is committed to ensuring that the remote work site is safe and meets standard ergonomic expectations/requirement/recommendations. Employees must comply with Compass’ Health & Safety Policies.

# Safety Inspections

* The Occupational Health & Safety Act applies to remote workstations in a private residence. Therefore, employees are expected to inspect their own remote work site if such a work site is their residence.
* Employees working remotely are required to submit an annual Remote Work Health and Safety Inspection (Appendix B) to ensure their remote work area meets health and safety requirements, including proper ergonomic set up.
* Photographs of the workstation or virtual assessments may be requested, and must be provided when requested. Consultation may occur with Human Resources, or Joint Health and Safety Committee (JHSC) representatives to discuss potential options and solutions.

# Third parties

* All employees that are approved to work remotely are prohibited from conducting any in person meetings with other employees or third parties at their remote work area, unless the other employee is also a resident of the address where the employee’s remote work area is located.

# Accident and incident reporting

* In the event of a work-related incident or injury in the remote workspace during agency paid hours, employees must immediately report the incident to a JHSC representative.
* Employees working remotely will be covered by Workers’ Compensation for work- related injuries that occur in the course and scope of employment while working remotely, subject to adjudication and approval by the Workplace Safety and Insurance Board.

# Accommodations

* Accommodations under the Human Rights Code and Accessibility for Ontarians with

Disabilities Act (AODA) shall be reviewed and administered outside of this procedure in accordance with all applicable policies and practices.

# Emergency operations

* Employees must notify their Manager in the event of an emergency. In a case where an emergency such as a power failure prevents work at the remote workplace, the employee may be required to report to the designated work location, or utilize banked time (i.e. float, flex) as approved by their Manager.

# Appendices

Appendix 2-F-06 A Remote Work Agreement

Appendix 2-F-06 B Remote Work Health and Safety Inspection

# Previous Approval Dates

October 8, 2021 (Original)

February 27, 2027