

Procedure Number:	<b>8022p</b>
Procedure Title:	<b>Remote Work Procedure</b>
Approved by:	<b>President</b>
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## **1. Purpose**

1.1. This Procedure is designed to support the Remote Work Policy (the “Policy”).

### **1. Remote Work Guidelines**

- 1.1. Remote Work is defined as engaging in recurring, scheduled work performed from a remote location that is not an employee’s Regular Worksite(s).
- 1.2. Remote work arrangements must be authorized and approved in advance by *University Canada West* (“UCW” or the “University”). It is at the sole discretion of the University to approve a request for Remote Work.
- 1.3. Any remote work arrangement may be discontinued by the University or the employee at any time. Every effort will be made to provide advance notice of such discontinuation, although there may be instances when notice is not possible.
- 1.4. This Policy does not alter or replace existing terms and conditions of employment. Employees must still comply with all applicable policies, procedures and practices.

### **2. Approval Process**

- 2.1. In order to be considered for a remote work arrangement, an employee must submit a request in writing to their supervisor/manager (or designate), stating the reason for their request for Remote Work.
- 2.2. Before entering into any Remote Work Agreement, the employee and supervisor/manager (or designate), with the assistance of the Human Resources Department, will evaluate the suitability of such an arrangement, taking into consideration relevant factors such as:
  - whether the employee has work that can be completed outside the University’s campuses or facilities;
  - the operational needs of the employee’s department or team;
  - whether the employee had demonstrated an ability to work independently and with little oversight or minimal supervision;
  - or other relevant factors or circumstances.

- 2.3. The University will ultimately determine the appropriateness and suitability of a remote working arrangement and will have sole discretion to approve such a request. If suitability is established by the University, a Remote Work Agreement will be required and signed by the appropriate parties before such an arrangement can commence.

### **3. Time Worked**

- 3.1. The regular and consistent daily and weekly working hours of the position shall remain unchanged as a result of the remote work arrangement unless otherwise specified or varied in writing. An employee working remotely is expected to be available by telephone, email and any other electronic means as if they were working at their Regular Worksite.
- 3.2. Employees should ensure their supervisor/manager (or designate) is aware of any times when the employee may not be available while working remotely, and the supervisor/manager (or designate) has approved of such unavailability in writing.
- 3.3. Employees working remotely are expected to be free from distractions or interruptions and ensure working remotely is in keeping with a work style of accessibility, communication and productivity during their regular hours. Employees working at a remote location must ensure they have appropriate dependent care arrangements in place in advance. Working at a remote location is not a substitute for child care or other personal obligations.
- 3.4. Work hours, compensation, and leave scheduling will continue to conform to applicable policies and procedures. Any changes in hours of work must be pre-authorized by the employee's supervisor/manager (or designate) in writing prior to implementing.
- 3.5. Employees working remotely are expected to be flexible in accommodating the needs and interests of the University. Employees must still be available to report to the University Regular Worksite on remote work days, as and when required by UCW, to attend meetings, training, or other events. Advance notice will be provided by the University where possible.

### **4. Expenses**

- 4.1. The University will reimburse an employee for necessary and pre-authorized work-related expenses related to Remote Work.
- 4.2. Household expenses, such as internet and personal cell phones will not be reimbursed.
- 4.3. Should employees be required to attend work at their Regular Worksite for any reason on a day scheduled for Remote Work, UCW will not be responsible for any mileage or transportation expenses.
- 4.4. The University will follow CRA guidelines with respect to the declarations of conditions of employment for Remote Work. It is the employee's responsibility to understand their personal tax implications resulting from Remote Work.

## 5. Performance

- 5.1. A remote work arrangement should not impede an employee's ability to complete regular work functions and duties, including communicating with colleagues, supervisors, subordinates and other contacts. Employees must stay current in terms of relevant department and work events.
- 5.2. Employees must keep their direct supervisor/manager (or designate) regularly informed on the progress of work in the manner requested by that supervisor/manager (or designate) and secure support, advice and direction as needed.
- 5.3. Evaluation of Remote Work performance will be consistent with that received by employees working at the University Regular Worksite.
- 5.4. Supervisors/managers (or designates) must review the continued validity of the Remote Working Agreement for their staff at least annually. This process ensures supervisors/managers (or designates) have the opportunity to evaluate and adjust remote work arrangements to meet operational needs.

## 6. Equipment

- 6.1. UCW will determine the appropriate equipment needs, software and programs to be used while working remotely in order to maintain data security and confidentiality.
- 6.2. Equipment supplied by the University will be maintained by UCW, and is subject to all applicable rules, policies and practices relating to use of equipment. Employees must take reasonable steps to protect any UCW property from theft, damage, or misuse.
- 6.3. Any equipment supplied by the employee, if deemed appropriate by the University IT guidelines, will be maintained by the employee. UCW assumes no responsibility for any damage to, wear of, repairs or loss of an employee's personal property.
- 6.4. The University reserves the right to make determinations as to appropriate equipment, subject to change at any time.
- 6.5. UCW will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary.
- 6.6. The employee will establish an appropriate, professional workspace free from distractions and interruptions. Workspace should be ergonomically optimized with proper furnishings and adequate space that supports working efficiently and safely. The University will not be responsible for costs associated with the setup of the employee's remote workspace, such as remodelling, furniture or lighting, nor for repairs or modifications to the space.

## 7. Security

- 7.1. Consistent with the University security policies and expectations of information security, remote work employees will take all reasonable steps to ensure the protection of proprietary University information accessible from their remote location. This will include at a minimum:

- Employees working remotely will be provided with secure access to the University's system. Given the security risks associated with remote access, it is of utmost importance that remote working employees comply with all data security policies and procedures.
  - All UCW property, including documents, equipment, and devices must be kept secure to minimize or prevent loss or theft. Such property should not be left unattended when outside the remote workspace.
  - All completed and working copies of documents must be saved on the UCW online system so that information is available to those who may require its use from the University's worksite. Personal email accounts are not permitted to transfer or transmit University information, and UCW email accounts should be used to ensure all proprietary University information continues to reside on secure UCW servers.
  - Telephone calls involving personal information, confidential University information, employment or other sensitive matters must be conducted in private and out of earshot of others.
  - If using a home computer that is shared with others in the household, employees must ensure that they limit access to files containing personal, sensitive or confidential University information, and that all passwords are kept secure.
  - Employees must seek approval from their supervisor/manager (or designate) prior to removing any physical files from UCW worksite. Physical files must be kept separate from other personal documents and should be kept private from other individuals.
  - Remote work employees must exercise diligence in relation to their home security (i.e., locking doors and cabinets, activating alarms when away from home (if installed)).
- 7.2. Employees will continue to be bound by the *Personal Information Protection Act of British Columbia* and any other applicable legislation.

## 8. Health and Safety

- 8.1. UCW is responsible for providing safety guidelines and procedures and is committed to ensuring that remote worksites are safe. Employees are expected to maintain the remote workspace in a safe manner, free from safety hazards.
- 8.2. The University will provide each employee with a safety checklist that must be completed and reviewed with the supervisor/manager (or designate) when the Remote Work Agreement is signed. At minimum, employees working remotely will utilize this safety checklist to assess their workspace for any hazards and dangers that could foreseeably affect themselves, and to confirm their remote workspace is safe, healthy and ergonomically sound.
- 8.3. The University may make onsite visits to the employee's remote work site at a mutually agreed upon time to ensure that the workspace is safe and free from hazards, or may conduct such visits virtually using videoconference technology. The University may also request periodic safety or inspection reports from the employee. If the workspace is unsafe and cannot be made safe, UCW may cancel the remote work arrangement.
- 8.4. Employees working remotely must develop their own remote office work location protocols for evacuating from the workspace to a safe location if needed and how to contact the University in case of emergency. Employees working remotely must follow safe practices, and report all work-related injuries, incidents or accidents to their supervisor/manager (or designate) within 24 hours or at the earliest reasonable opportunity.

- 8.5. Employees working remotely must follow any UCW policies with respect to working alone or in isolation. At a minimum, employees working remotely must check in with their supervisor/manager (or designate) both at the start and end of their shift.
- 8.6. Employees on a remote work arrangement will be covered by WCB for job-related injuries that occur in the course and scope of employment while working remotely. The University will not be responsible for any injuries that may occur at the remote work location that are not related to work.
- 8.7. The employee remains liable for injuries to third parties that occur on the employee's premises.

## 9. Ad Hoc Arrangements

- 9.1. Temporary remote work arrangements may be approved for unique situations or circumstances such as inclement weather, public health emergencies, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance. The Remote Work Policy and Procedure apply under ad-hoc circumstances, to the extent applicable, however, such arrangements may not require a formal Remote Work Agreement.

## 10. Remote Work - Accommodation Request

- 10.1. If an employee's remote work request submitted under Section 2.1 of this Procedure is supported by a protected ground under the *British Columbia Human Rights Code* ("Code") as an accommodation measure, such a request will be considered and assessed in a timely and responsive manner on an individual and case-by-case basis in accordance with the University's statutory obligation.
- 10.2. Upon receiving a remote work accommodation request, the Human Resources Department, in consultation with the supervisor/manager (or designate), will first determine whether there is an obligation to accommodate based on the information provided by the employee. If applicable, the Human Resources Department will then identify whether working remotely constitutes an appropriate accommodation in the circumstances.
- 10.3. If the Human Resources Department determines that working remotely constitutes a reasonable accommodation in the circumstances, the appropriate parties will sign a Remote Work Agreement before the arrangement commences.
- 10.4. An Employee who wishes their remote work request to be considered an accommodation under the *Code* must provide the University with suitable documentation and information to support their request.
- 10.5. Documentation and information received by the University under Section 10.4 will be treated as private and confidential and will only be shared on a need to know basis. The University's actions in this regard will be governed by the *British Columbia Personal Information Privacy Act*.

- 10.6. Except as provided under this heading or when specifically agreed to in the Remote Work Agreement, all other requirements of this Policy and Procedure are applicable to the Remote Work arrangement based on a protected ground under the *Code*. The Remote Work Agreement will be reviewed annually by the supervisor/manager (or designate) and the Human Resources Department.

## **11. End of Agreement**

- 11.1. At the end of a Remote Work Agreement, employees must return all UCW property and supplies in a timely manner, and may receive notices from the University in this regard.

## **12. Amendments to the Policy**

- 12.1. The University reserves the right to amend or update this Policy from time to time at its sole discretion.