

## Atlantic Provinces Special Education Authority

**Procedure Title:** Remote Work Arrangements

**Issue Date:** June 2021

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### Introduction

The purpose of this procedure is to provide a remote work framework that enables consistency of approach and practice across APSEA. Remote work arrangements can be agreed upon where it is economically and operationally feasible to do so, and in a fair, equitable and transparent manner.

Due to the number of staff employed by APSEA, their various roles and work arrangements, it is impossible to develop a singular temporary remote work arrangement. Therefore, the details of arrangements must be determined at the departmental level. A remote work arrangement is not required for accommodations under Human Rights Legislation. Supervisors/Managers must contact the Coordinator of Human Resources to discuss accommodation requests.

### Application

- This applies to all employees in a temporary remote work arrangement.
- Not all jobs and positions will be suitable for a temporary remote work arrangement.
- The Remote Work Agreement must be completed for all remote work arrangements.
- The Remote Work Safety Checklist must be completed to be stored with Remote Work Agreement in the employee personnel file.
- Remote work arrangements can be terminated by the employee with a period of notice of 7 days. Remote work arrangements can be terminated at any time at the discretion of the employer provided a plan, with reasonable timelines, for the employee's return to the APSEA designated office location has been put in place.

### New Employees

Newly hired employees who will be working in a remote work arrangement are required to meet all conditions as outlined.

- Timely completion of all forms for payroll and benefits set up with APSEA.
- Attendance at a virtual onboarding meeting with the direct supervisor.
- Reading and understanding the Employee Orientation Manual.
- Working with their supervisor/manager to set goals and regular meetings to discuss progress through the probationary period.

## Terms of Employment

- Approved remote work arrangements do not change the employee's basic terms and conditions of employment with APSEA under the applicable collective agreement, employment contract, policies, handbook and/or laws. All existing terms and conditions of employment as set out in the appropriate collective agreement, policies and/or laws will continue to apply.
- Remote work arrangements should maintain an employee's regular work hours per week and income/wages. A remote work arrangement does not affect an employee's pension or benefits plan provided by APSEA (if applicable).
- A remote work arrangement does not constitute a guarantee of continued employment during that time. APSEA retains its contractual rights including the right to assign work, to reorganize the workplace and the work, and/or to end employment, pursuant to applicable collective agreements, employment contracts and laws.

## Work Expectations and Hours

Just as the employee is required to do while working at the APSEA Centre or any APSEA-designated work location, the remote working employee is expected to perform work duties and be available and accessible during agreed upon hours. Employees are generally expected to perform their regular work duties or assigned project(s) and tasks. In certain circumstances employees may be assigned other duties to aid or support other employees or areas, based on departmental or organizational priorities. These arrangements will be discussed between the supervisor/manager and employee.

Remote work arrangements require that:

- the remote work location will be considered an extension of the workplace. As such, all policies, procedures and collective agreements apply.
- a remote work arrangement is in place maintaining an employee's regular hours of work. Any shifts in hours of work or availability must be discussed agreed upon in advance.
- the quality and quantity of work must be maintained at a level equivalent to normal work expectations.
- virtual goal setting and, if required, performance management must continue to occur with the immediate supervisor/manager.
- any days when an employee is expected to be at the APSEA Centre or APSEA-designated work location should be identified or alternatively, the requirement to use the collaboration platform for meetings and work teams.
- onsite visits at the APSEA Centre or APSEA-designated work location may be required for the purpose of attending face-to-face meetings or professional learning, retrieving equipment and other APSEA property in the event of an employee's illness, end of employment or any other extraordinary event.

- all reporting obligations continue during times employees are in a remote work arrangement. Normal departmental processes will continue to apply should an employee request approval for overtime, vacation, or other absences that arise during a remote work arrangement.

### **Communications with the Supervisor/Manager and Team**

The ability to communicate and be responsive during the workday while in a remote work arrangement is expected.

- Employees must be able to be available and accessible during the hours arranged with their supervisor/manager. This includes, but is not limited to, being available by telephone and/or email, and attendance at virtual meetings, conference calls, team meetings, etc.
- The direct supervisor will set expectations around response times and methods of communication.
- In some cases, a supervisor/manager may require an employee to report in a different way, or with different levels of frequency than when they are working at the APSEA designated work location. This is generally to ensure the supervisor/manager is up to date. For example, the supervisor/manager may wish to schedule additional update meetings, have updates provided by email, or implement schedules and methods of reporting.
- The employee in the remote work arrangement assumes primary responsibility for maintaining effective communication with co-workers, parents, and students, as necessary. This includes checking voicemail and email regularly and responding accordingly, attending virtual job-related meetings, training sessions, etc., and if required, returning to the APSEA-designated work location as directed.

### **Workspace and Equipment**

The employee in the remote work arrangement is responsible for providing a suitable remote workspace (e.g., safety considerations, ergonomics, privacy, and confidentiality).

- APSEA will not typically subsidize the cost of the employee's remote work workspace including equipment or supplies. Nonetheless, APSEA may consider requests relating to equipment or supplies required for an employee to remote work.
- Office supplies (folders, pads of paper, post-it notes, etc.,) necessary to the employee's work will be supplied by APSEA upon request.
- When APSEA provides any equipment or supplies, it will be specified in writing. Such equipment or supplies are to be used solely for the purpose of the employee's duties for APSEA. They remain the property of APSEA, and the employee is required to maintain them and return them at the end of the remote work arrangement, or earlier if requested by APSEA.

- If the remote working employee requires specialized equipment, assistive devices or furniture, the employee should notify their supervisor. APSEA's goal is to provide reasonable accommodation to support an employee's ability to complete their job, perform their work, and fully participate in employment at APSEA. Accommodation within the context of remote work may include a return to working at the APSEA-designated work location where specialized equipment, assistive devices or furniture are more readily accessible. Any furniture and/or specialized equipment is the property of APSEA, and the employee is required to maintain them and return them at the end of the remote work arrangement or earlier if requested by APSEA.
- 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 in a remote work arrangement, if applicable.
- No in-person business visits or meetings with colleagues, parents, students, or the public can occur at a remote work location, unless documented and approved in advance, by the supervisor/manager. If the employee in the remote work arrangement needs to meet with others for any reason in the performance of their duties, arrangements would be made to meet virtually or at the APSEA-designated work location. (APSEA will not be responsible for any accidents or loss to third party residence or visitors to a remote work location.)

## Technical Support

If APSEA has provided a computer, or any other equipment, APSEA will be responsible for technical maintenance and repair. To ensure the IT Department can accurately track all assets leaving APSEA, employees must fill out a Technology Loan Form listing everything they have taken to the remote work location.

- Technical support is limited to phone/email/Team meetings. If the issue cannot be resolved virtually, the remote working employee is responsible for the return of the equipment to APSEA for repair. In this event, APSEA will arrange for the employee to receive loaner equipment in the interim.

APSEA technical support will be available for issues related to APSEA software and programs.

- Employees must comply with mandatory APSEA technical policies and requirements including:
  - installing operating system and software updates.
  - installing minimum-security such as anti-virus, anti-malware software, firewalls, etc.

IT Helpdesk hours are Monday to Friday from 7:00 am to 4:00 pm at [helpdesk@apsea.ca](mailto:helpdesk@apsea.ca) or 902-423-8600. The Helpdesk does not provide onsite support while an employee is working outside the APSEA-designated work location.

## **Protection of Information**

Information that is not public must be treated as confidential. Whether an APSEA employee works at an APSEA-designated office location or in a remote work arrangement, APSEA is subject to various requirements regarding privacy and confidentiality. All privacy requirements must be met by the remote working employee in respect of any electronic or hardcopy information or records outside secure APSEA environments or that the employee accesses electronically. The employee in a remote work arrangement must, therefore, take all reasonable steps to secure and maintain the confidentiality of all APSEA information and documents while they are being transported to and from the employee's remote work location, and while the documents are in the remote work location.

APSEA is obligated by law to protect personal privacy of all APSEA stakeholders. Accordingly, APSEA can require that all electronic devices used to access APSEA documents be password protected. When working in a remote work arrangement, employees need to rely on accessing technological security measures that are in place at APSEA to ensure the personal information of all members of the APSEA community is protected. Any suspected breach of privacy should be reported immediately to the direct supervisor and IT Manager as appropriate.

Note: No sensitive or personal information belonging to APSEA is to be saved to your personal device's hard drive or storage.

## **Injury or Accident**

The remote work location will be considered an extension of APSEA's workplace and therefore will be subject to and governed by applicable Workers' Compensation legislation and Injury on Duty procedures. Employees will be expected to comply with normal reporting requirements for any work-related accident or injury and report any injuries or accidents that occur in the course of their remote work employment to their supervisor/manager as soon as reasonably possible, but not later than 24 hours after such injury/accident. The APSEA Accident-Incident-Near Miss Report (accessible on the staff portal of the APSEA website) should be completed.

## **Childcare/Dependent Obligations**

Remote work arrangements are not a substitute for family care arrangements. Employees are required to make dependent care arrangements such that obligations will not interfere with an employee's work obligations and the safety requirements of an employee. Potential distractions and conflicting demands must be resolved by the employee prior to starting a remote work arrangement(s).

## **Expenses (Phone, other expenses)**

APSEA will consider reimbursement of any necessary, **pre-approved** work-related expenses incurred due to remote work arrangements. Any pre-approved expenses (one-time or recurring) that form part of the remote work agreement must be specified in writing by the direct supervisor.

Upon submission of receipts, as per the expenses policy, claims will be reviewed and then processed, if approved.

- APSEA will provide eligible remote working employees with an APSEA cell phone.
- The employee in the remote work arrangement should use MS Teams/Zoom for all APSEA calls.
- When the above is not possible, a remote working employee may request reimbursement through the normal expense process for charges incurred as a result of long-distance APSEA work calls made from a non-APSEA phone or line (with required proof of expenses).

## **Responsibility for Loss and Limitation of Liability**

Employees in a remote working arrangement are responsible to adequately equip the remote work location to ensure its safety. APSEA will not be responsible for any accident, loss or damage to the employee, residents, visitors, or property within the remote work location. The employee in the remote work arrangement will indemnify and save harmless APSEA from any and all claims and/or liability arising out of the employee performing their duties at the remote work location.

## **Ending the Temporary Remote Work Arrangement**

The remote work arrangement is temporary and has a defined beginning and end. Notice of the end of the remote work arrangement will be provided as soon as reasonably practicable in the circumstances. Remote work arrangements can be terminated by the employee with a period of notice of 7 days. Remote work arrangements can be terminated at any time at the discretion of the employer provided a plan, with reasonable timelines, for the employee's return to the APSEA-designated work location has been put in place.

Termination of a remote work arrangement does not constitute termination of employment, constructive or otherwise.

When APSEA has provided equipment or supplies used for the purpose of fulfilling the employee's duties, the equipment or supplies remain the property of APSEA and the employee is required to maintain them and return them at the end of the remote work arrangement or earlier, if requested by APSEA.

The approval of each remote work situation shall be made on a case-by-case basis at the discretion of APSEA. Each request for a remote work arrangement will be reviewed independently with consideration of all relevant factors.

## **Responsibilities**

**Employees** are expected to:

- Understand and acknowledge that the agreed upon remote work workspace is an extension of the APSEA workplace and as such, the employee must adhere to all policies, procedures, and applicable collective agreements.
- Ensure a suitable remote work workspace, taking into consideration safety, ergonomics, privacy, and confidentiality.
- Ensure the remote work workspace meets APSEA's mandatory requirement for high-speed internet service and VPN.
- Maintain any and all APSEA-provided equipment and supplies and return them at the end of the remote work arrangement or earlier if requested by APSEA.
- Be available and accessible during the hours arranged with the supervisor/manager. This includes, but is not limited to, being available by telephone, email and/or text, and attending virtual meetings, conference calls, team meetings, etc.
- Work with their supervisor/manager to establish hours, work assignments, expectations and scope of remote work and report progress regularly. This includes goal setting.
- Use technology to work collaboratively (i.e., email, text messaging, Microsoft Teams, Office 365, Zoom) and both hold and attend meetings, as necessary.
- Regularly check work voicemail and/or email and/or text and calendar. Respond accordingly.
- Attend work-related training sessions and if required, return to the APSEA designated work location to do so.
- Take all reasonable steps to ensure the protection of confidential information.
- Regular hours of work are generally not to be used for personal responsibilities (i.e., shopping). If personal time is required, it must be approved by the supervisor/manager.

**Managers/Supervisors** are expected to:

- Determine if frequency of activities that must be maintained at the APSEA-designated work location (i.e., access to physical files) can be altered to allow for temporary remote work arrangements.
- Ensure the remote work assignment is mutually beneficial. Planning and communicating expectations as soon as possible are essential.
- Work with the employee to establish hours, work assignments, expectations and scope of remote work and report progress regularly.
- Use technology to work collaboratively (i.e., email, text messaging, Microsoft Teams, Office 365, Zoom) and maintain frequent connection with the employee. Ensure the employee is included in team meetings, work-specific meetings, and communications as well as team social events and celebrations.

- Ensure the employee has set up a remote work location and any requirements for specialized equipment, assistive devices or furniture have been implemented.
- Ensure all reasonable steps to protect private and confidential information have been put in place at the employee's remote work location.
- Set expectations around response times and methods of communication.
- Check-in with employees to ensure they feel supported.

#### Procedure Supports

- 4.11 Remote Work Policy
- Remote Work Agreement
- Remote Worksite Safety Checklist