

## Chapter 4 Human Resources Management

### 4.11 Remote Work Arrangements

#### Policy Statement

The Atlantic Provinces Special Education Authority recognizes and supports the implementation of temporary remote work arrangements for its employees. 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.

#### Definitions

**APSEA Designated Work Location/Workplace** - The employee's designated work location/workplace or business address where the employee would work if there were no remote work arrangement.

**Remote Work** – Remote work is an arrangement whereby an employee fulfills their job responsibilities at a remote location that is not an APSEA designated work location/workplace for one or more days per week.

**Remote Work Location** - The alternative location where the employee is permitted to carry out the work otherwise performed at or from their APSEA designated work location.

**Temporary** - For the purpose of this policy, temporary is defined as remote work arrangements put in place by APSEA for a defined period of time. A remote work arrangement cannot be for longer than 12 months.

#### Policy Objectives

This policy is established to define remote work and to provide a framework that enables consistency of approach and practice across APSEA.

#### Application

This policy applies to all employees in a temporary remote work arrangement and their supervisor/manager.

## Policy Directives

- 1.0 Approval of a remote work arrangement for a pre-determined length of time is at the discretion of the supervisor/manager.
- 2.0 Not all jobs and/or positions will be suitable for a temporary remote work arrangement.
- 3.0 Each request for a remote work arrangement will be reviewed independently with consideration of all relevant factors. The approval of each remote work situation shall be made on a case-by-case basis at the discretion of APSEA.
- 4.0 Participation in remote work is voluntary; no employee shall be required to remote work.
- 5.0 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.
- 6.0 Prior to approving requests from employees to remote work, whether for some or all of the regular workweek, supervisors/managers shall ensure that the following conditions apply:
  - 6.1 Newly hired employees who will be working in a remote work arrangement are required to meet all conditions as outlined in the Remote Work Procedure.
  - 6.2 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.
  - 6.3 If APSEA has provided a computer/laptop, or any other equipment, APSEA will be responsible for technical maintenance and repair. APSEA technical support will be available for issues related to APSEA software and programs.
  - 6.4 Information that is not public must be treated as confidential. Whether an APSEA employee works at an APSEA designated work location or in a remote work arrangement, APSEA is subject to various requirements regarding privacy and confidentiality. Any suspected breach of privacy should be reported immediately to the direct supervisor and IT Manager as appropriate.

- 6.5 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 remote work arrangement(s).
- 6.6 APSEA will consider reimbursement of any necessary, **pre-approved** work-related expenses incurred due to a remote work arrangement. Any pre-approved expenses (one-time or recurring) that form part of the remote work agreement must be specified in writing to their direct supervisor.
- 6.7 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.
- 6.8 The remote work arrangement is temporary and has a defined beginning and end. The remote work arrangement cannot be longer than 12 months.
- 6.9 Termination of a remote work arrangement does not constitute termination of employment, constructive or otherwise.

## **Accountability**

### **All APSEA Employees**

APSEA supervisors/managers and employees involved in any way with remote work arrangements are responsible to understand and follow this operational policy, and the related procedures.

Both supervisors/managers and employees are responsible to ensure that operational needs of APSEA are met and that neither productivity nor costs are negatively impacted by the application of this policy.

Employees are responsible for being responsive during the workday while in a remote work arrangement; they must ensure their supervisor/manager is able to communicate with them regularly.

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

Supervisors/managers will encourage employees to consult their bargaining agent before undertaking a remote work arrangement. Employees shall be encouraged to share the details of the arrangement with their bargaining agent.

### **Monitoring**

- The Superintendent of APSEA or their designate will review this policy annually.

### **References**

- Relevant collective agreements
- Remote Work Arrangements Procedure
- Remote Work Agreement
- Remote Worksite Safety Checklist
- 2.1 Travel Policy
- 3.2 Acceptable Use of Computers, Email, and the Internet Policy
- 4.2 Performance Management Policy
- 4.3 Respectful Workplace Policy
- 4.5 Occupational Health and Safety Policy

This is an operational policy designed to supplement other APSEA operational policies and is not intended to replace or preclude them. If a situation occurs where there is a conflict between application of this operational policy and any other APSEA operational policy, the policy most specific to the situation will apply.

### **Approval Dates**

Approved: June 2021  
Reviewed/Revised: January 2024