

Public Schools Branch

OPERATIONAL PROCEDURE

TELEWORK	
<i>Policy Section</i> Human Resources	<i>Procedure Number</i> 508.1 Telework
<i>Pages</i> 5	<i>Approved Date</i> <i>May 5, 2021</i>
<i>Reviewed Date</i>	<i>Effective Date</i> <i>May 5, 2021</i>
Replaces: 508.1 Telework, March 24, 2021	

1.0 PURPOSE

- 1.1 The purpose of this procedure is to provide information on how telework arrangements will be structured in situations where the employer and the employee enter into a telework arrangement.
- 1.2 This procedure applies to all employees of the Public Schools Branch.

2.0 DEFINITIONS

- 2.1 Designated Worksite - the employee's designated workplace or business address where the employee would work if there was no telework arrangement.
- 2.2 Employee - a person employed by the Public Schools Branch.
- 2.3 Employer - the Public Schools Branch.
- 2.4 Telework - a flexible work arrangement whereby employees have approval to carry out some or all of their work duties from a telework site.
- 2.5 Telework Site - the alternative location where the employee is permitted to carry out the work otherwise performed at or from their designated workplace.

3.0 GENERAL

- 3.1 The employer recognizes the opportunities that a flexible working arrangement, such as the telework option, can present. The employer encourages divisions to implement telework arrangements where, in the employer's determination, it is economically and operationally feasible to do so. A flexible work arrangement can also contribute to the development of a sustainable society by reducing greenhouse gas emissions.
- 3.2 Telework arrangements may be initiated by the employee as a flexible work arrangement.
- 3.3 For a telework arrangement to be implemented the employee must have demonstrated a solid work ethic with demonstrated results in their work. The supervisor of the employee must be in agreement with the implementation of any telework arrangement.
- 3.4 Telework arrangements can range from one to five days per week or any parts thereof, depending on the needs of the division as determined by the supervisor.
- 3.5 The employee may be required to report to the designated worksite for part or all of a telework day due to an operational need, if requested by the supervisor.
- 3.6 Submitting a leave request or a temporary change of hours during a telework day is subject to the same expectations as a non-telework day.

-
- 3.7 If an employee's worksite is closed due to adverse weather conditions, the employee working from their telework site is expected to work as normal.
 - 3.8 The telework agreement can be amended or terminated by the employer at its discretion by giving the employee 14 days' notice or in the form of a written request from the employee.
 - 3.9 All telework arrangements require the approval of the Director of the Public Schools Branch or designate before being implemented and the terms of the telework arrangement must be contained in a written agreement. The agreement must contain details of the following, as a minimum:
 - a) duration of the arrangement
 - b) days per week, hours and telework site
 - c) review schedule
 - d) amendment or terminate mechanisms
 - e) security, technical and insurance requirements
 - f) responsibility for costs associated with telework
 - g) equipment requirements and
 - h) health and safety requirements.

4.0 FACTORS TO CONSIDER PRIOR TO APPROVAL

- 4.1 The employer must determine the following prior to approval of a telework arrangement:
 - a) It must be operationally feasible for the work to be done from a telework site.
 - b) The cost of the arrangement should not be higher than a traditional worksite.
 - c) The quality and quantity of work must be maintained or improved as a result of the telework arrangement.
 - d) The terms and conditions of employment, provisions of collective agreements, and application of existing policies and legislation continue to apply in telework arrangements.
 - e) Service to the organization and the public must not be compromised by the telework arrangement.

5.0 HEALTH AND SAFETY CONSIDERATIONS

- 5.1 The employee must be able to provide a telework site that meets the employer's health and safety standards, so that the employee's health and safety are not jeopardized.
- 5.2 The expectation of the employer is that the seating arrangement and workstation should be ergonomically sound and adjusted properly. This is the responsibility of the employee.
- 5.3 It is the expectation of the employer that health and safety standards are maintained by the employee to ensure the continuation of Workers Compensation coverage.
- 5.4 Working alone is a factor to take into consideration. The employee must maintain contact with the office and establish a routine for regular and ongoing contact with their supervisor and/or co-workers. A contact schedule must be maintained even if there are no work details to discuss.
- 5.5 Employees working at a telework site must have a work schedule and be assigned work consistent with what would be assigned at their designated worksite.

6.0 LIABILITY CONSIDERATIONS

- 6.1 In-person meetings with clients are not permitted to take place at the telework site for liability reasons.
- 6.2 The employee is required to have and maintain a minimum of \$1,000,000 general liability insurance (\$2,000,000 is recommended). The insurance company that the employee purchases their liability insurance from shall be advised of the telework arrangement. The employee shall provide confirmation of insurance to the employer. The cost of the insurance is solely the responsibility of the employee.
- 6.3 Prior to any telework arrangement beginning, the expectations of the employer must be agreed to and signed off by the employee (See Appendix C).

7.0 TELEWORK SUPPLIES, EQUIPMENT, AND FURNITURE

- 7.1 Equipment and electronic network requirements for a telework arrangement shall be decided upon on a case-by-case basis and an agreement reached between the employer and the employee prior to undertaking a telework arrangement.
- 7.2 The employer would normally be responsible for providing a government issued computer, required software, and approved peripherals. A laptop is recommended since it is portable and can be used in the telework site or the designated worksite. Providing suitable office furniture (desk, computer table, chair, etc.) is the responsibility of the employee, although there may be exceptions (e.g. accommodating an employee's disability or medical condition).
- 7.3 Telework arrangements can be from one to five days per week, and include any part of or all of a day, as determined by the supervisor. The necessity of the employer maintaining a dedicated or shared office space at the designated worksite will be determined by the employer based on the telework arrangement.
- 7.4 The employee is responsible to provide the telework site solely at their cost. Associated costs such as heat, electricity, taxes, and safety equipment such as first aid supplies and fire extinguisher, etc. are the responsibility of the employee. Employees are encouraged to contact Canada Revenue Agency to determine if they may deduct certain employment related expenses from their income. Employees may not claim any expenses that are paid by the employer.

8.0 TRAVEL AND LOGISTICS

- 8.1 The employee is eligible for travel expenses as outlined in the Treasury Board Policy Manual and applicable collective agreement. The employee is responsible for travel costs associated with getting to and from the designated worksite.
- 8.2 A telework site will not be the designated worksite.

9.0 SECURITY AND CONFIDENTIALITY

- 9.1 The employee must ensure all ITSS security guidelines and standards are followed at the telework site at all times. Security guidelines and standards include, but are not limited to:
 - a) physical and environmental security;
 - b) data security;
 - c) software security;
 - d) records security;
 - e) communications security;
 - f) computer virus protection;
 - g) license agreements; and
 - h) copyright protection.

-
- 9.2 The employee is responsible to provide an acceptable workspace which allows the work to be performed in an environment that does not breach the employer's confidentiality and security requirements.
 - 9.3 The employee must ensure that required IT security standards are followed at all times, and is responsible to follow and sign the Public Schools Branch Staff Acceptable Use Agreement for Government Provided Computer Technology (Appendix D) and VPN Government Request forms.
 - 9.4 Local Area Network (LAN) access or password protected wireless connection must be used.
 - 9.5 When the telework site is unoccupied by the employee, the employee must ensure that all documents, records, electronics and other confidential information is secured in order to maintain privacy and confidentiality.

10.0 DEPENDENT/ELDER CARE ARRANGEMENTS

- 10.1 Dependent and elder care arrangements must be made by the employee so that the employee is not responsible to provide such care during working hours. A telework arrangement is not a substitute for dependent, child, or elder care arrangements.

11.0 RESPONSIBILITIES OF THE EMPLOYER

The responsibilities of the employer in a telework arrangement are to:

- 11.1 Ensure that all factors relating to the telework arrangement have been addressed prior to approving a telework arrangement and are maintained throughout the telework arrangement.
- 11.2 Ensure that telework arrangements do not result in additional costs to the employer's operations.
- 11.3 Maintain an inventory of all equipment, software, and furniture owned by the employer that is located at the telework site, and ensure that it is returned upon the completion of the arrangement.
- 11.4 Have the employee sign the Public Schools Branch Staff Acceptable Use Agreement for Government Provided Computer Technology and a VPN Government Request form before access to the employer's network is activated.
- 11.5 Ensure that any telework arrangements are formalized with a:
 - Telework Application signed by the employee, (Appendix A - Telework Application)
 - Telework Agreement signed by the employee, supervisor and Director of the PSB, (Appendix B - Telework Agreement)
 - Telework Site Health and Safety Employer Expectations Agreement signed by the employee, and supervisor, (Appendix C -Telework Site Health & Safety Expectations)
- 11.6 Notify the appropriate union of a telework agreement.

12.0 RESPONSIBILITIES OF THE EMPLOYEE

The responsibilities of the employee in a telework arrangement are:

- 12.1 To be responsible for all costs of the telework site e.g. insurance, electricity, heat, internet, rent or mortgage.
- 12.2 To provide a dedicated workspace for use during the telework arrangement and to maintain this space in a clean, professional and safe condition.
- 12.3 To ensure that the workspace meets required safety and ergonomic standards, in consultation with their supervisor and the School Safety Consultant.

-
- 12.4 To allow visits to the telework site by a designated safety consultant during normal working hours, upon reasonable notice.
 - 12.5 To ensure that the equipment and supplies provided by the employer are used only for work related purposes.
 - 12.6 To take all necessary precautions to secure and protect the property, records, documents, and information of the employer as per required IT and records management security standards.
 - 12.7 To follow safe work habits and to inform the employer of any accidents that occur at the telework site.
 - 12.8 To adhere to all standard conditions and expectations of employees in the performance of their work.

13.0 LEGISLATIVE AND OTHER RELATED AUTHORITY

- 13.1 The *Education Act* and Regulations, relevant Treasury Board Policies, and Collective Agreements apply to employees whether they telework or not. The employee agrees to abide by all Public Schools Branch policies, procedures, legislation, and collective agreements, including but not limited to confidentiality requirements and record information management practices.

14.0 APPENDICES

- 14.1 APPENDIX A - Telework Application
- 14.2 APPENDIX B - Telework Agreement
- 14.3 APPENDIX C - Telework Site Health and Safety Expectations
- 14.4 APPENDIX D - Public Schools Branch Staff Acceptable Use Agreement for Government Provided Computer Technology

15.0 CROSS REFERENCE

- 15.1 *Education Act*
- 15.2 *Occupational Health and Safety Act*
- 15.3 Operational Policy 603 – Occupational Health & Safety

~ ~ ~