

SECTION 5

TERMS AND CONDITIONS OF EMPLOYMENT

5.05 REMOTE WORK GUIDELINES

AUTHORITY: PUBLIC SERVICE COMMISSION

ADMINISTRATION: DEPUTY HEAD OF GOVERNMENT
DEPARTMENT AND AGENCIES

1. PURPOSE

The purpose of these Guidelines is to provide information on how remote work arrangements will be structured in situations where the Employer and Employee enter into a remote work arrangement.

2. APPLICATION

These Guidelines apply to departments and agencies that are under the authority of the *Civil Service Act*.

3. DEFINITIONS

Remote Work: a flexible work arrangement whereby employees have approval to carry out some or all of their work duties from a remote work site.

Designated Worksite: the employee's designated workplace or business address where the employee would work if there was no remote work arrangement.

Remote Work Site: the alternative location where the employee is permitted to carry out the work otherwise performed at or from their designated workplace.

4. POLICY

4.01 General

- a) The Employer recognizes the opportunities that a flexible working arrangement such as the remote work option can present, and encourages departments and agencies to implement remote work 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 in adapting to our changing climate.
- b) Remote work arrangements may be initiated by the Employer (as a condition of employment) or by application of the Employee (as a flexible work arrangement).
- c) For a remote work arrangement to be implemented the employee must have

demonstrated a solid work ethic with demonstrated results in their work. The Manager or Supervisor of the employee must be in agreement with the implementation of any remote work arrangement.

- d) Remote work arrangements can range from one to five days per week or any parts thereof, depending on the needs of the department or agency as determined from time to time by the manager or supervisor.
- e) If Civil Service offices are closed due to adverse weather conditions, employees working from the remote work site are expected to work as normal.
- f) All remote work arrangements require the approval of the Deputy Head/Director before being implemented and the terms of the remote work arrangement must be contained in a written agreement. The agreement must contain details of the following, as a minimum:
 - i) details of the arrangement;
 - ii) anticipated duration of the arrangement, and that it is subject to amendment or termination by the Employer at its discretion or in the form of a written request from the employee;
 - iii) the specific days the employee will remote work;
 - iv) hours of remote work;
 - v) whether the arrangement will be regular or episodic;
 - vi) the remote work location;
 - vii) how work objectives and expected results will be achieved and monitored;
 - viii) issues of liability (personal and equipment);
 - ix) responsibility for costs associated with remote work (utilities and insurance)
 - x) safety and health responsibilities;
 - xi) impact on colleagues and peer group; and
 - xii) requirement to adhere to all aspects of government policies, rules, and regulations, including this policy.

4.02 Factors for Consideration Prior to Approval

The Employer must determine the following prior to approval of a remote work arrangement:

- a) It must be operationally feasible for the work to be done from a

remote work 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 remote work arrangement.
- d) The terms and conditions of employment, provisions of collective agreements and the application of existing policies and legislation continue to apply in remote work arrangements.
- e) Service to the public must not be compromised by the remote work arrangement.

4.03 Health and Safety Considerations

- a) The employee must be able to provide a remote work site that meets the Employer's health and safety standards, so that their health and safety are not jeopardized.

The seating arrangement and workstation should be reviewed by the Manager or Supervisor to ensure that it is ergonomically sound and adjusted properly.

- b) The Manager or Supervisor shall, with notice, inspect the remote work site before the arrangement is approved and thereafter periodically, to ensure that it meets health and safety requirements, and to ensure adequate security and privacy safeguards are in place to protect confidential information. The PSC Occupational Health & Safety (OHS) section can assist the Manager or Supervisor to ensure that health and safety standards are met.

Where a remote work site visit is not necessary or operationally feasible, detailed pictures of the remote work site may be accepted at the discretion of the Manager or Supervisor in consultation with the PSC OHS section.

- c) It is crucial that health and safety standards are approved by the employer and maintained by the employee to ensure the continuation of Workers Compensation coverage.

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- d) 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 the Manager or Supervisor, and/or co-workers. A contact schedule must be maintained even if there are no work details to discuss.
- e) Employees working at a remote work site must have a work schedule and be assigned work consistent with what would be assigned at their designated worksite.

4.04 Liability Considerations

- a) In person meetings with clients are not permitted to take place at the remote work site for liability reasons.
- b) The employee is required to have and maintain a minimum of \$2,000,000 minimum liability insurance. The insurance company that the employee purchases their liability insurance from shall be advised of the remote work arrangement and provide confirmation to the Employer. The cost of the insurance is solely the responsibility of the employee.
- c) Prior to any remote work arrangement beginning, an inspection of the remote work site is to be completed as per 4.03(b).

4.05 Remote Work Supplies, Equipment, and Furniture

Equipment and electronic network requirements for a remote work 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 remote work arrangement.

- a) 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 remote work 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, (in accordance with Article 39 of the Collective Agreement).

- b) The Employer will reimburse the employee for additional approved telephone expenses incurred for business purposes only (copy of invoice, demonstrating additional expenses, is required).
- c) Remote work arrangements can be from one to five days per week, and include any part of or all of a day, as determined by the Manager or 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 remote work arrangement.
- d) The employee is responsible to provide the remote work site solely at their cost. Associated costs such as heat, electricity, taxes, 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.

4.06 Travel and Logistics

- a) A remote work arrangement can reduce the amount of travel required by an employee, however, planning is required to ensure that meetings at the designated worksite are scheduled for the days that the employee is at that site.

Government supported videoconferencing may be used, subject to the IT capabilities of the remote work site, as an option for maintaining contact with co-workers and/or clients.

- b) The employee is eligible for travel expenses as outlined in the Treasury Board Policy Manual. The employee is responsible for travel costs associated with getting to and from the designated worksite, including trips to the designated worksite on any regularly scheduled remote work site work days.
- c) A remote work arrangement will not be designated as the primary workplace as identified in Article 1.17 of the Collective Agreement unless the employee is working full-time at the remote work site. Article 34.06 of the Collective Agreement is not applicable for employees required to attend meetings held at the designated worksite.

4.07 Security and Confidentiality

The employee must ensure all security guidelines and standards are followed at the remote work site at all times. Security guidelines and standards include, but are not limited to: physical and environmental security; data security; software security; records security; communications security; computer virus protection; license agreements and copyright protection.

- a) The employee is responsible to provide an acceptable work space which allows the work to be performed in an environment that does not breach the Employer's confidentiality and security requirements.
- b) The employee must ensure that required IT security standards are followed at all times, and is responsible to sign the Acceptable Use Policy for Computer Systems and VPN Government Request forms.
- c) A dedicated Local Area Network (LAN) or password protected wireless connection must be used.
- d) When the remote work 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.

4.08 Dependent/Elder Care Arrangements

Dependant 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 remote work arrangement is not a substitute for dependent, child or elder care arrangements.

4.09 Responsibilities of the Employer

- a) To ensure that all factors relating to the remote work arrangement have been addressed prior to approving a remote work arrangement and that they are maintained throughout a remote work arrangement.
- b) To ensure that remote work arrangements do not result in additional costs

to the Employer's operations.

- c) To maintain an inventory of all equipment, software, and furniture owned by the Employer that is located at the remote work site, and to ensure that it is returned upon the completion of the arrangement.
- d) To ensure the [Orientation Checklist for New Employees](#) is completed or on file.
- e) To have the Acceptable Use Policy for Computer Systems form and a VPN Government Request form completed before access to the Employer's network is activated.
- f) To ensure the [Employee Exit Checklist](#) is completed.
- g) To ensure that any remote work arrangements are formalized with a:
 - Remote Work Application signed by the employee, Manager or Supervisor and Deputy Head/Director, **See Appendix A (Remote Work Application)**
 - Remote Work Agreement signed by the employee, Manager or Supervisor and Deputy Head/Director, **See Appendix B (Remote Work Agreement)**
 - Remote Work Health and Safety Self-Assessment Checklist signed by the employee, and Manager or Supervisor, **See Appendix C (Remote Work Health & Safety Self-Assessment Checklist)**

4.10 Responsibilities of the Employee

- a) To be responsible for all costs of the remote work site e.g. insurance, electricity, heat, internet, rent or mortgage.
- b) To provide dedicated office space for use during the remote work arrangement and to maintain this space in a clean, professional and safe condition.
- c) In consultation with their Manager or Supervisor and Public Service Commission Health and Safety officials, to ensure that the work space

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meets required safety and ergonomic standards.

- d) To allow visits to the remote work site by their Manager, Supervisor or senior department staff during normal working hours, upon reasonable notice.
- e) To ensure that the equipment and supplies provided by the Employer are used only for work related purposes.
- f) 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.
- g) To follow safe work habits and to inform the Employer of any accidents that occur at the remote work site.
- h) To adhere to all standard conditions and expectations of employees in the performance of their work.

4.11 Legislative and Other Related Authority

The *Civil Service Act* and Regulations, relevant Treasury Board Policies, and Collective Agreement apply to employees whether they remote work or not. The employee agrees to abide by all government/department policies, collective agreements, procedures and legislation, including but not limited to the confidentiality of clients, department information and documentation.

5. ATTACHMENTS

- APPENDIX A - Remote Work Application
- APPENDIX B - Remote Work Agreement
- APPENDIX C - Remote Work Health and Safety Self-Assessment Checklist

APPENDIX A

APPLICATION FOR REMOTE WORK ARRANGEMENT

1. Application

Last Name	First Name	Initial
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Address

Postal Code

Department	Division	Section
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Classification/Working Title	Position Number
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Employee Number	Phone # (work)
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2. Dates

Period of remote work being requested:

FROM (mm / dd / yy) _____ / _____ / _____ TO (mm / dd / yy) _____ / _____ / _____

Please specify the start time and end time

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Total</u>
Designated Work Site						
Remote Work Site						
Total Hrs/day						

% of time at the Designated Work Site: _____
% of time at the Remote Work Site: _____

3. Reason for request

4. Employee Signature

Date

Employee

I hereby agree to this employee's application, pending meeting the requirements as outlined in the Remote Work Guidelines and Agreement.

Date

Supervisor / Manager

Date

Human Resource Manager

Date

Deputy Head/Director

APPENDIX B

PROVINCE OF PRINCE EDWARD ISLAND

REMOTE WORK AGREEMENT

(the Employee)

AND

(the Employer)

The Employer and the Employee agree as follows:

- Schedule** 1. (a) The Employee's normal work week will consist of:
- (i) _____ as designated work site days.
 - (ii) _____ as remote work site days.
- (b) Subject to amendment or termination by the Employer at its discretion or in the form of a written request from the employee;

2. Daily hours of work shall be:

- Employee Status** 3. The employee's status, eligibility for authorized overtime, obligations, benefits and entitlements are not altered by this Agreement. Overtime wherever possible should be pre-authorized by the Employer.

- Home Office** 4. The remote work site location of the Employee is:

Remote Work Site Address:

Phone/Email: _____

Home Renovations 5. Except as provided in paragraph 18, the Employee is responsible for all costs associated with home renovations and/or electrical upgrades required for a remote work site.

Safety 6. The Employee agrees to maintain a designated workspace that meets the Employer's normal workplace occupational health and safety standards for the remote work site. A visit may be made by the Manager or Supervisor and PSC OHS section staff to review health and safety issues on reasonable notice to the Employee.

7. The Employee agrees to promptly report all work-related incidents and accidents to the Supervisor or Manager.

8. Clients are not to be seen in the remote work site for liability reasons.

On-Site Visit 9. The Employee agrees to make the remote work site accessible for on-site visits by Employer representatives for safety inspections, accident investigation, security and equipment audits and other work related matters.

Insurance 10. The Employee agrees to carry \$2,000,000 of general liability insurance, and costs associated with this coverage are the responsibility of the employee. The Employee is responsible to advise their insurance company of the remote work arrangement, and provide confirmation of adequate coverage, to the Employer.

11. The Government of P.E.I.'s insurance coverage does not extend to equipment and furniture owned by the employee.

Family Responsibilities 12. The Employee agrees to have arrangements in place for regular dependent care.

Equipment 13. The Employer will provide equipment as follows:

Item: _____ Serial # _____

Security 14. The employee must sign an Acceptable Use Policy for Computer Systems and VPN Government Request form. The Employee must ensure that required IT security standards are followed at all times.

A dedicated LAN connection or a password protected wireless connection must be used.

Technical Support 15. ITSS will provide the service necessary for the installation, upgrading, maintenance and removal of hardware, software, virus protection and peripheral equipment. Service will be provided remotely when possible, or may require the employee to bring the device to a government location.

Costs/ Expenses 16. The Employer will supply or pay for the following costs and service charges associated with the remote work site (e.g.office supplies, courier, and work related telephone expenses).

17. All remote work site-related expenses must be pre-authorized and supported by receipts.

18. The Employer is not responsible for any costs not specified in this agreement.

Travel Expenses 19. The Employee is eligible for travel expenses as outlined in the Treasury Board Policy Manual.

20. The Employee is responsible for any costs associated with travel to the designated work site, including trips to and from the designated work site, on any of the remote work site work days.

- Amendment 21.** Withdrawal from the program or any revisions requested is required to be in writing to the Employer.
22. Notwithstanding clause 21, this agreement automatically terminates when the employee moves to a new position.

Additional Conditions
(as agreed to
by employee
and manager/
supervisor)

Date

Employee

Date

Manager or Supervisor

Date

Deputy Head/Director

Original – Employee Personnel File Copy – Employee Copy – Manager or Supervisor

APPENDIX C

**Remote Work Site Health & Safety
Self-Assessment Checklist**

Remote work Site	Yes	No	Employee Initial
Floor Area			
Is the office space neat, clean and free of hazardous material?			
Are office space floor surfaces clean, dry, level and free of worn or frayed seams?			
Are carpets well secured to the floor and free of frayed or worn seams?			
Are all materials, cabinets and other furnishings properly secured from falling on the remote worker?			
Is there enough room to ensure a clear and unobstructed passage to and from the remote work location?			
Stairways and Hallways Etc.			
Are all stairs with four or more steps equipped with handrails?			
Are all stairs, hallways, aisles, doorways and corners free of obstructions to permit visibility and movement?			
Lighting & Electrical			
Are lighting levels adequate to perform the required work tasks?			
Is all electrical equipment, including power bars and extension cords, CSA-approved and in good working condition?			
Are phone lines, charging cables and electrical cords properly placed or secured to avoid tripping hazards?			
Environment			
Are temperature, noise, and ventilation levels adequate?			
Is there are an adequate number of smoke alarms/detectors?			
Is there a portable fire extinguisher and does the remote worker know how to operate it properly?			
Workstation/Office Furnishings			
Is the furniture safe?			
Is the chair in good working order (i.e. secure and sturdy)?			
Is the chair, desk, keyboard and mouse, etc. adjusted to meet			

basic ergonomic needs?			
Computer Workstation Checklist			
Other			
Is a first-aid kit accessible to the remote work location?			
Are emergency contact numbers posted near the phone and/or in the remote work location?			
Is there an evacuation route in place and posted in the remote work location in the event of a fire or other emergency?			
Is the remote work location free of any other identifiable physical, chemical, electrical or fire hazards?			
I have provided my Manager or Supervisor with a photo of my remote work site including desk, workstation and chair.			

Hazards Noted:

Employee:

I confirm that I have completed the Self-Assessment Checklist of my remote work location, and attest to the information contained within as being accurate and complete. I further attest that I will take all necessary corrective actions to eliminate any hazards noted on the Self-Assessment Checklist, before beginning the remote work arrangement.

I understand that safety inspections may be made of my alternate work site (remote work location) with prior notice, except in the case of emergency.

Employee Signature:

Employee Printed Name:

Date:

Manager/Supervisor:

I have met with the above-noted employee who confirms that their remote work site is adequately equipped from a health and safety perspective. The employee is further aware that they must notify the Employer immediately of any changes to the remote work sit that could change the status of the Self-Assessment Checklist.

Manager/Supervisor
Signature:

Manager/Supervisor
Printed Name:

Date:

Original - Employee Personnel File

Copy – Employee

Copy – Manager/Supervisor