

**Alternate Work Arrangement Policy**

<b>Department:</b>	Municipal Employees	<b>Policy Number:</b>	A23-0100-22
<b>Section:</b>	Human Resource	<b>Effective Date:</b>	January 1, 2022
<b>Subject:</b>	Alternate Work Arrangement Policy	<b>Revised Date:</b>	
<b>Authority:</b>	By-Law 2021-168		

**1. Purpose**

Municipality of Brockton understands that some employees may benefit from an alternate work arrangement. Unless mandated by legislation or regulations, alternate work arrangement is not a universal privilege and will be arranged on a case by case basis. This policy outlines the approval process, specifications, and expectations for employees working with an alternate work arrangements agreement.

**2. Scope**

This Policy applies to employees whose jobs have been deemed suitable for an alternate work arrangement. Employees must request an alternate work arrangement for approval from the supervisor and with final approval by the Chief Administrative Officer.

Due to service delivery needs and the nature of work, an alternate work arrangement cannot be implemented for all positions. Some areas will have greater flexibility to facilitate an alternate work arrangement and as such, there will be variation across the Municipality in the ability to adopt this Policy.

**3. Definitions**

In this policy:

- a) "CAO" means Chief Administrative Officer;
- b) "Employee" means full-time, part-time;
- c) "Municipality" means the Municipality of Brockton;
- d) "Supervisor" means the person to whom any employee directly reports, and where applicable, includes Department Head and the CAO.

**4. Related Policies**

- a) Employee Code of Conduct Policy H00-0600-12
- b) Non-Union Personnel Policy H00-2006-03
- c) Cell Phone Mobile Device Policy – H02-0600-19
- d) Information Technology Acceptable Use Policy – A23-0100-12
- e) Remote Access Policy – A23-0100-16

## **5. Policy**

This policy does not alter or replace the terms of an existing employment contract. Employees must comply with all company rules, policies, practices, and instructions that would apply if the employee were working at a regular company worksite. Alternate work agreements are completely voluntary; the Municipality will not require an employee to work an alternate work arrangement except under provincial guidance.

### **Approval Process**

Alternate work arrangements requests should be submitted in writing to the employee's supervisor and will be either approved or denied by the supervisor with final approval by the Chief Administrative Officer. If the alternate work arrangement is approved the employee and supervisor will enter into an alternate work arrangement agreement (Schedule A). Approval of alternate work arrangement must be contingent upon ensuring effective delivery of services. Employees with an alternate work arrangement must still work the same total number of work hours required by their position within core business hours.

The Supervisor will consider the full scope of duties for a position to determine if it is possible for the employee to perform the duties working from an alternate work location, with consideration of the following:

### **Position Characteristics**

- Work is well suited to being performed remotely.
- The resources that an employee needs to do their job must be easily transportable or available electronically. Access to specialized equipment can be met or scheduled as required. Positions that require continual access to on-site files or equipment are not a good fit for an alternate work arrangement.
- The employee's goals and results are measurable.
- Meetings (both internal and external) can be scheduled and conducted via online technology as necessary.
- Service delivery is not compromised. Any positions that provide an essential customer service role that requires in-person interactions are not a good fit for an alternate work arrangement.
- Confidentiality and records management requirements of the position can be maintained remotely.

### **Corporate Characteristics**

- Information Technology (IT) requirements can be met at a cost that is comparable to those who report to Municipality facilities daily.
- Employees must not use public Wi-Fi networks for conducting Municipal business, only private, secure and reliable internet connections should be used.
- Municipal issued laptops will be provided for conducting Municipality business and employees are responsible for securing their own internet connection.
- Remote working employees who are unable to work due to technical difficulties are required to report it immediately to their Supervisor. If the technical issue is isolated to the remote location and cannot be resolved within one business day, the employee may be expected to make the time up later, use entitlements or take the time off unpaid.
- The Municipality expects employees that work remotely to respond to phone/text/email communications within an appropriate amount of time as the situation dictates.
- Productivity measurements may be indicated by the Supervisor and should be based on accomplishments, outcomes and goals rather than processes and workflows (focus on "what" rather than "how").

- While working remotely, employees remain representatives of the Municipality and are expected to conduct themselves professionally and abide by the Code of Conduct.
- All Municipal confidentiality requirements remain in effect while working remotely. Any meeting where confidential information will be discussed should be done in an appropriate space to ensure information discussed during the meeting cannot be overheard by individuals who do not work for the Municipality or who would not normally be privy to the information discussed in the meeting.
- Transporting files and documents is expected to be done in compliance with the Personal Health Information Protection Act (PHIPPA) and the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- Mutual trust needs to be established between the remote employees and their Supervisor.
- Employees are responsible for establishing a safe and suitable remote workspace that follows the principles of proper office ergonomics.
- All remote workplace accidents, injuries, illnesses or near misses occurring during work hours and while performing job functions will be reported as per the approved reporting process.
- All work completed remotely is the property of the Municipality.
- An approved alternate work arrangement does not remove all requirements for the employee to be able to attend the workplace as the need arises and as required by the Supervisor or CAO.

Employees who are approved with an alternate work arrangement will strive to provide a level of service equal to or better than that provided while at an on-site work location.

The alternate work arrangement will be regularly reviewed at the sole and absolute discretion of the supervisor with final authority given to the Chief Administrative Officer. If at any time the arrangement no longer meets business or productivity goals, the company reserves the right to revoke the agreement based on the End of Agreement clause listed below.

### **Agreement**

All employees who have been approved by their Supervisor to proceed with an alternate work arrangement are required to complete the alternate work arrangements agreement (Schedule A) to acknowledge that they have read this policy and understand their responsibilities while working remotely. The agreement must be signed by the employee as well as their direct Supervisor.

### **General Responsibilities and Conditions**

The employee will continue to perform the duties of their position and meet the requirements of their position during the alternate work arrangements agreement unless otherwise agreed upon.

The employee will maintain a regular contact schedule with their Supervisor. At a minimum, contact will be made daily via email, phone or video conferencing. The employee must be reasonably accessible by phone or email during working hours.

All documents (electronic and hard copy) used by the employee in their work for the Municipality, should be treated as proprietary and confidential. Accordingly, they must be kept in a secure work area and must not be accessible by others. Unauthorized individuals are not to be permitted access to any files, equipment or documents. This means that employees will take the necessary steps to ensure that all electronic files and physical data is not accessible to others whether the employee is physically in or out of the alternate work location.

The alternate work arrangement will continue to be subject to operational and other work-related requirements and may be modified as necessary at any time at the Municipality's discretion. The

Municipality will endeavour to provide a minimum of two (2) weeks' notice to the employee should the alternate work arrangements agreement need to be modified.

The employee is responsible for complying with all corporate and administrative policies and procedures as they relate to the employee's job responsibilities. The employee's employment will continue to be bound by the Municipality's Conditions of Employment and all other applicable Municipal policies and procedures. Copies of the relevant policies can be found on My Brockton.

All overtime must be pre-approved by the employee's Supervisor (by email), prior to working overtime. If the employee cannot reach their Supervisor, they should contact the next level of management for pre-approval. No overtime will be paid or provided in lieu unless pre-approval has been granted (unless extenuating circumstances are involved).

The employee will continue to follow regular protocol for leaves of absence. This includes:

- Vacation requests.
- Personal/Sick Days requests. If an employee is unable to carry out the duties of their position, when working at an alternate work location, due to illness or injury, they will follow normal protocol for reporting the absence.
- Other leaves of absence that the employee is entitled to.

Any necessary work-related in-person meetings must take place on the Municipality's premises. In person meetings must not be conducted at the employees alternate work location. The Municipality will not be held liable for any damages to an employee's property or for any injuries to family members, visitors, or others in the employee's home or at an alternate work location.

### **Payroll**

Employees with an alternate work arrangement agreement must report their hours for all time spent working offsite outside the previously agreed upon hours. No changes will be made to the method of payment or the amount. If an employee is found to have falsely reported their hours, they may be subject to discipline up to and including termination.

Work hours, compensation, and leave scheduling continue to conform to applicable policies and agreements. If an employee changes their alternate work location (eg. moves), they must inform their supervisor and Human Resources of the new address they will be working from. If an employee has requested the ability to work outside of Ontario or Canada for an extenuating circumstance while working remotely, the supervisor and CAO must have approved the arrangement in advance, as this may have implications for employee entitlements under employment standards and their taxes.

### **Expenses**

The Municipality will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative worksite, including home maintenance, insurance or utilities. Costs for furniture necessary for the alternate work arrangement such as chairs, desks, filing cabinets, etc., will not be reimbursed by the Municipality and are the employee's responsibility. The employee is responsible for providing adequate workspace and furnishings while working at an alternate work location. The employee is responsible for ensuring adequate home insurance to cover their home office workspace if the alternate work location is at the employee's home.

### **Performance Management**

An alternate work arrangement should not affect an employee's ability to complete day-to-day functions, including communicating with colleagues, supervisor, management, customers, and so on. Employees must stay updated on department and work events. Employees must keep supervisors informed of the progress of assignments and reach out for support if needed. If an employee's presence is required for a

meeting at the worksite, reasonable notice will be provided and Municipality of Brockton expects that employees attend.

**Use of Company Property**

Employees must use company-provided devices when working an alternate work arrangement to ensure that the appropriate software and programs are used while maintaining data security and confidentiality. All completed and working copies of documents must be saved on the Municipality online system with limited access so that information is available to those who may require its use from the company worksite. Failure to use company-approved devices may leave company data vulnerable to a breach and may result in disciplinary action up to and including termination.

Company-owned resources may only be used for business purposes. Employees must take reasonable steps to protect any company property from theft, damage, or misuse. Depending on the circumstances, the employee may be responsible for damage to or loss of company property.

Employees will be provided the equipment deemed appropriate to complete their duties. All equipment and software provided to the employee shall be used for Municipal related purposes only.

The employee is solely responsible for any loss or damage to any Municipal equipment/property in their possession, including equipment/property while being transported to and from their alternate work location and for equipment/property in their alternate work location, whether in the designated work area or otherwise, except for normal wear and tear. Should there be any loss or damage to any Municipal property while in their possession, the employee must notify their Supervisor immediately.

If the employee requires access to the Municipality's systems through high-speed internet service and the virtual private network (VPN), the employee will be responsible for arranging, paying for and ensuring the stability of a high speed internet connection at their alternate work location.

Equipment and software provided to employees is for the exclusive purpose of conducting Municipal business. Equipment and software is not provided or intended for personal use. All use of Municipal computers will be through the Municipality provided VPN connection and will be managed to the priority and benefit of the Municipality.

Employees must comply with all Municipality policies (located on My Brockton) pertaining to the use of computer hardware and software, specifically, but not limited to:

- Cell Phone Mobile Device Policy – H02-0600-19
- Information Technology Acceptable Use Policy – A23-0100-12
- Remote Access Policy – A23-0100-16

**Health and Safety**

Municipality is committed to ensuring that the alternate worksite is safe and ergonomic. ~~Unless ill advised due to legislation, regulations, or restrictions, the Municipality reserves the right to request an onsite visit to the employee's alternate work location at a mutually agreeable time to ensure that the designated workspace is safe and free from hazards. If the workspace is unsafe and cannot be made safe, the company may refuse or revoke the employee's alternate work arrangement agreement.~~

Employees under the alternate work arrangement agreement remain covered by workers' compensation for job-related injuries that occur in the course and scope of employment. While WSIB assesses each case individually based on its circumstances, generally the injury must have occurred in the course of the regular work hours and/or in the home/workplace, which the Ministry of Labour defines as the actual space where work is conducted, during the time when work is being done. Employees should first treat

or seek treatment for the injury, and then report the injury to their Supervisor, just as they would if they were injured on the Municipality's premises.

The employee remains liable for injuries to third parties that occur on their personal premises. The Municipality is not responsible and assumes no liability for any injuries to family members, visitors, and others in the employee's home or alternate work location.

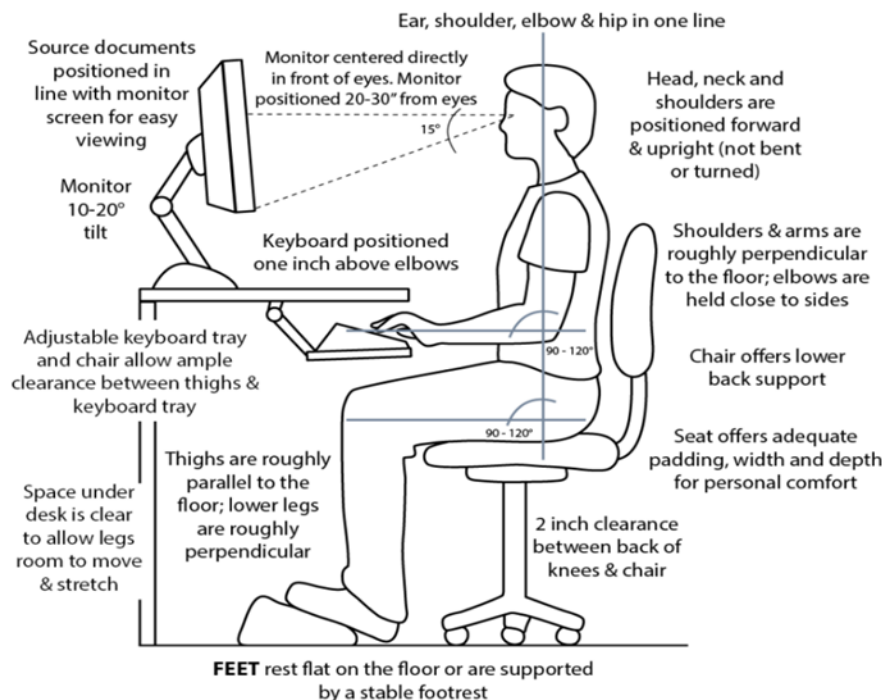
The employee will report all work-related accidents or injuries to their Supervisor in accordance with the Municipality's policy and procedure. When an employee is injured while working from an alternate location they must comply with the normal reporting requirements for any work-related accident as per the Municipality's Accident / Incident / WSIB Reporting Safety Operating Procedure, located on My Brockton.

When working from an alternate work location, the employee is responsible for setting up and maintaining a designated workspace that meets workplace health and safety requirements.

Incidents of workplace violence and harassment must be reported by the employee to the Supervisor immediately (e.g. harassment via email or phone calls by clients, co-workers, etc).

If the employee is expected to regularly use a computer/laptop for completing their duties, a focus on proper workstation ergonomics is essential. Employees will follow the ergonomic guidelines for their workstations as per the diagram below to the best of their abilities.

## THE ERGONOMIC WORKSTATION



### End of Agreement

Employees will receive 90 days' notice in writing if the Municipality decides to end the alternate work arrangements agreement. Employees must promptly return all company property used during the alternate work arrangement. Failure to do so may result in discipline for current employees or legal action.

if the employee no longer works for the company.

**6. Consequences for Failing to Adhere to Policy**

If an employee does not comply with the terms of this policy, they may be subject to disciplinary action, including possible termination of employment in accordance with the Employee Discipline Policy H00-0610-12.

**7. Policy Changes**

- a) The Municipality of Brockton has the ability to amend, change or rescind this policy at any time following Council approval and employees will agree to the changes without notice.
- b) If the minimum requirements of the Employment Standards Act, 200 provide employees with any greater entitlements than those set out in this Policy, the Municipality of Brockton will provide employees with such greater entitlements in substitution for those set out in this Policy.

## Schedule A

### Alternate Work Arrangement Agreement

Employee Name:	_____	Supervisor Name:	_____
Position Title:	_____	Department:	_____
Agreement effective date:	_____	Expiry Date: (if any)	_____
Contact number:	_____	Alternate Work Arrangement address	_____

The supervisor and employee agree that the employee's alternate work arrangement schedule will be:

Day of the Week	Hours of Work	# of Hours
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

The supervisor and employee agree that the following equipment will be provided to the employee to use while working at home:

Equipment	Model Name and Number	Serial Number



**Employee acknowledgement:**

Safety	
	I acknowledge that I have an area to work remotely that is safe and where I can be productive.
	I understand that I am responsible to immediately report any accident or injury to my Supervisor.

Security	
	I understand that I am responsible for the security of the work which I conduct from the alternate work location and for any Municipality of Brockton property that I use to conduct that work.
	I acknowledge that I am aware of and will follow Municipal procedures with respect to the sign-out and removal of any paper records from Municipal facilities.
	I understand that I am required to protect personal information about identifiable individuals in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). I will not share personal information or confidential information with individuals outside the organization (including family members/friends) either directly or indirectly (through leaving personal information in accessible locations).

I have read this Agreement and I have read the Alternate Work Arrangement Policy A23-0100-22 for the Municipality of Brockton. I acknowledge and agree that it expressly forms part of my employment contract with the Municipality of Brockton. I hereby agree to and will comply with the terms and conditions within the Alternate Work Arrangement Policy and within this Agreement.

Employee Name (Printed):

\_\_\_\_\_

Employee Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Approved by:

Supervisor  
Name:

\_\_\_\_\_

Supervisor  
Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

CAO Name:

\_\_\_\_\_

CAO Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date received by Human Resources: \_\_\_\_\_