

Policy Title:	Remote Work
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Manual Classification:	Section 3 – Human Resources
Approved by:	Board of Governors
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Contacts for Policy Interpretation:	Vice President, Organizational Effectiveness and Human Resources

1.0 – Policy Overview

This Policy describes how Fleming College (the “**College**”) will manage remote work opportunities, optimizing operational effectiveness, while taking employee preferences into account where possible. The College is committed to operationalizing this policy in a fair and equitable manner that complies with legislation, regulations, and contractual obligations including collective agreements.

The College reserves the right to amend or revoke this Policy at any time.

2.0 – Purpose

The purpose of this Policy is to:

- Outline the guiding principles the College is committed to when considering remote work arrangements
- Provide a framework for identifying positions eligible for remote work arrangements
- Provide employee eligibility considerations to aid College leadership in reviewing requests in a fair and equitable manner

3.0 – Definitions and Acronyms

The following definitions and/or acronyms apply in this Policy:

On Campus Position A position which the College has identified must be performed entirely on campus (or other College worksite).

Remote Work Position A position which the College has identified can be effectively performed partially or entirely¹ off campus.

Remote Work An approved arrangement for an employee in a Remote Work Position to carry out defined duties, typically from the employee's home-based worksite. The terms of Remote Work arrangements are set out in an approved 'Remote Work Agreement' entered into between the College and the employee. For unionized employees, the Collective Agreement continues to apply. For non-unionized employees, all existing terms and conditions of their employment continue to apply.

4.0 – Scope

This policy is applicable to all College employees at all campuses, except insofar as teaching faculty are governed by Article 11.01 G 1 of the Academic Collective Agreement.

5.0 – General Principles

5.1– Guiding Principles

- a) Above all, the College remains committed to protecting the health and safety of the College community, including our students, employees, contractors, and visitors, as well as our local communities. All decisions made under this Policy will comply with applicable public health guidelines, directives, legislation, and policies, including College Policy #1-113, *COVID-19 Vaccination Requirement*.
- b) The College is committed to providing students with an outstanding academic and community experience.
- c) The College will make fiscally responsible decisions and effectively manage our resources as stewards of the organization.
- d) The College will mitigate risk and liability to the extent possible.

¹ All positions have an on campus component. Incumbents in positions performed entirely off campus are required to attend campus periodically for meetings or other work-related purposes.

- e) The College will continue advancing our strategic priorities aligned to our Vision, Mission, and Values.
- f) The College will take an objective, fact-based approach to identifying positions which can be performed remotely and to considering requests for Remote Work arrangements from employee incumbents of Remote Work Positions.
- g) A Remote Work arrangement does not change the terms and conditions of employment for an employee, including collective agreement compliance and the requirement to comply with all College policies, including but not limited to the *Code of Conduct* and College Policy #1-113, *COVID-19 Vaccination Requirement*, #3-311, *Harassment and Discrimination Prevention and Response*, and #3-344, *Conflict of Interest*.
- h) A Remote Work arrangement is not intended to confer any benefit or drawback to the employee (for example, enhanced opportunity for flexibility in working hours or lessened opportunity for learning and development or career growth).
- i) Employees on approved Remote Work arrangements will remain linked to their home campus; a remote work location will not be designated as the primary work location for purposes of charging mileage to attend home campus for meetings or as otherwise required.
- j) Remote work can only be performed within the Province of Ontario. An approved Remote Work arrangement will not authorize work being performed outside of Ontario or Canada.
- k) Administration identifies On Campus and Remote Work Positions, which require Senior Management Team approval during an annual review process. No remote work is allowable outside this process other than as identified in Section 5.5, Exceptions. There is no appeal process for designation of positions.

5.2 – Criteria for Identifying Remote Work Positions

When identifying Remote Work Positions, the College will ensure to the extent possible that there is:

- a) No negative impact on College operations or service to students if the work is performed remotely.
- b) No loss of productivity or transfer of job responsibilities to another position to enable remote work.
- c) No incremental or new expenditure is required for equipment, furniture, or supplies required to perform the position which are available to the employee on campus.

- d) No specialized equipment, information, security, or confidentiality requirements are needed to perform the position duties that would be compromised by remote work.
- e) No adverse impact on team cohesion and consideration of opportunities for both on campus and remote designations where there are multiple positions/incumbents involved.

5.3 – Criteria for Considering Employee Applications for Remote Work

- a) The employee's position must be a Remote Work Position.
- b) The employee must have demonstrated or be able to demonstrate their ability to perform effectively under remote work conditions. Applications from employees with performance concerns may be declined.
- c) The employee must agree to the standard terms and conditions governing remote work, including being available to come to campus on short notice when required and to work entirely on campus for periods of time when circumstances require.
- d) The employee must attest to being able to provide a safe / ergonomic workplace with a reliable internet connection and the ability to meet appropriate security and confidentiality protocols, including the ability to protect the College's Intellectual Property and the ability to comply with the College's contractual obligations. These responsibilities continue throughout the life of the Remote Work arrangement.
- e) The employee agrees to take fully responsibility for any costs they incur as a direct or indirect result of Remote Work, including but not limited to internet services sufficient to support effective performance of job requirements.
- f) The employee takes fully responsibility for maintaining employee-supplied work equipment. Where work equipment is on loan from the College, the employee is responsible for a normal standard of care and the College is responsible for any required maintenance or repairs.
- g) The employee agrees to being fully responsible to determine any income tax implications of maintaining a home/remote office. The College will not provide tax guidance, nor will it assume any additional tax liabilities. Where remote working is approved, the College will issue tax forms in accordance with its legislated responsibility and guidance from the Canada Revenue Agency.

5.4 – Additional Considerations

- a) Teaching positions are subject to the arrangements in place for program and course delivery which may change from semester to semester and/or as conditions change. In any case, teachers are subject to the provisions of Article 11.01 G 1 of the Academic Collective Agreement.
- b) This policy is not intended to replace formal Human Rights accommodation procedures and Human Rights accommodations are available to employees on Remote Work arrangements.
- c) A remote work arrangement is not guaranteed and may be altered or terminated by the College with two weeks' notice.
- d) Remote work arrangements are reviewed quarterly in the first year and may be reviewed, altered, or cancelled by the College with two weeks' notice at any time.
- e) Employees with approved remote work arrangements may apply to cancel the arrangement at any time and the College will endeavour to provide on-campus work space as soon as is reasonably possible. Employees returning from a remote work arrangement are not entitled to their pre-remote work workspace and may be assigned an alternative on campus work station as the College redevelops space.
- f) Leaders are expected to provide the same level of supervision, coaching, performance management, and other support to employees on a remote work arrangement they would on campus
- g) All employees on approved remote work arrangements will be required to attend campus regularly or from time to time as outlined in their remote work agreement and/or directed by Administration on an exception basis (for example, to attend a specific meeting in person).
- h) Employees approved for Remote Work are expected to perform their work with the same diligence and focus as they would on campus. Employees experiencing challenges relating to childcare, personal or family illness or injury, and other similar circumstances are expected to request support through the relevant procedures that would apply if they were working on campus.
- i) If an office closure or emergency at a College worksite prevents an employee from working on campus and work can still proceed at the employee's remote worksite, employees are expected to continue working at their remote work location without interruption.
- j) Any instance of time theft or other fraudulent activity is subject to the same disciplinary measures as in the case of employees working on campus.

5.5 – Exceptions

a) Exceptions to this policy include:

- Accommodation arrangements, including Return to Work/Medical Accommodations, on *Ontario Human Rights Code* protected grounds, particularly but not exclusively disability (medical);
- Employment agreements for employees hired specifically with remote work arrangements as part of their terms and conditions of employment;
- Occasional or as-needed remote work arrangements not intended to be ongoing (for example, an employee who is well enough to work but fails the daily COVID-19 screening);
- Critical situations with unexpected, unknown, and evolving circumstances, including exceptional situations requiring the College to impose remote work arrangements.

6.0 – Related Documents

- *Ontario Human Rights Code*
- *Code of Conduct*
- College Policy #1-113, *COVID-19 Vaccination Requirement*
- College Policy #3-311, *Harassment and Discrimination Prevention and Response*
- College Policy #3-344, *Conflict of Interest*
- Operating Procedure
- Academic Employees Collective Agreement
- Support Staff Collective Agreement
- Part-Time Support Staff Collective Agreement

7.0 – History of Amendments/Reviews

Approved by Board of Governors September 22, 2021. Revised November 2021.