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### Date

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The following was approved by the Chief Administrative Officer (CAO) as an Administrative Policy on July 21, 2023.

### Purpose

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The purpose of this Policy is to provide guidelines for managing a safe and efficient remote work environment for District of Lake Country (“District”) employees. **Working Remotely** is a cooperative arrangement between employees, supervisors and the District, subject to the District’s approval.

### Policy

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#### 1. DEFINITIONS

**Director** means the person appointed to the position of Director for the District or their delegate.

**Delegate** means any person delegated authority in writing by the **Director** to manage and approve **Remote Work** in accordance with this policy and includes a Supervisor or Department Head.

**Regular Worksite** means the employees regularly assigned work location at District facilities where the employee reports for work during regular business operations and does not include **Working Remotely**.

**Working Remotely** means the performance of all or some of an employee's job duties at a **Remote Work Location** using technology to facilitate the performance of the employees’ duties and communication between the employee and their **Director** or **Delegate**.

**Remote Work Location** means a workspace outside of the **Regular Worksite** that:

1. is in the Central or North Okanagan and allows travel to the **Regular Worksite** in a reasonable amount of time as determined by the supervisor;
2. includes a space or room where the employee is not distracted and is able to concentrate;
3. ensures the level of security required by IT and Computer Use Policy No 14.143 can be met; and
4. includes an ergonomically appropriate workstation; but
5. does not include work done while attending a conference or other training authorized by the District.

## 2. POLICY

- 2.1. This policy applies to all District employees who have been approved for **Working Remotely**.
- 2.2. The goals for **Working Remotely** are to:
  - (a) Support employee wellbeing and work-life balance;
  - (b) Expand the District's ability to attract and retain talent;
  - (c) Enhance work productivity, accessibility and job satisfaction;
  - (d) Realize opportunities for efficiencies and sustainability;
  - (e) Reduce carbon emissions.
- 2.3. The opportunity for **Working Remotely** must:
  - (a) be cost neutral to the District;
  - (b) not result in any negative impacts to staffing, operational needs or business effectiveness.
- 2.4. The decision to approve or cancel **Working Remotely** is not a right, entitlement or condition of employment, and rests solely with the Employer.
- 2.5. Requests to Work Remotely will be considered on a case-by-case basis. Employees who have the ability to Work Remotely must receive permission from their **Director** or **Delegate** prior to doing so. Not all positions are able to Work Remotely and, therefore, not all requests to do so will be approved.
- 2.6. A **Director** may delegate the authority to approve and manage **Working Remotely** to a **Delegate** in writing and such delegation may include specific reporting requirements. Notwithstanding the authority to delegate, the **Director** retains the ability to amend or cancel such delegation and any **Remote Work** agreements, in accordance with this policy.
- 2.7. Employees must sign the Remote Work Agreement prior to **Working Remotely**. **Directors** or **Delegates** may include additional requirements, guidelines, or procedures within the Remote Work Agreement, so long as they are consistent with this policy.
- 2.8. **Working Remotely** does not change the duties, obligations, responsibilities, or terms and conditions of employment. Employees remain responsible for completing all work and meeting performance expectations. Employees **Working Remotely** must comply with all District rules, policies, practices, instructions, and collective agreements affecting their employment.
- 2.9. **Working Remotely** does not replace Wellness Leave. Employees must notify their **Director** or **Delegate** of leave and use appropriate banks while **Working Remotely**.
- 2.10. **Working Remotely** shall not be used as a substitute for a workplace accommodation; however, shall be a consideration where established as medically necessary.
- 2.11. **Working Remotely** outside of the Central or North Okanagan but within the Province of BC may be considered on a case-by-case basis with approval of the CAO.

## 3. CRITERIA

- 3.1. Employees that are permanent full-time or permanent part time and have successfully passed their probation may be eligible for **Working Remotely**.
- 3.2. Eligibility for **Working Remotely** is considered on a case-by-case basis considering both the position and the employee.

- 3.3. A position may be suitable for **Working Remotely** when job duties:
- (a) are independent in nature;
  - (b) are primarily knowledge-based;
  - (c) lend themselves to measurable deliverables;
  - (d) do not require frequent interaction at the **Regular Worksite** with Supervisors, colleagues, clients or the public, in person or by phone;
  - (e) do not require the employee's immediate presence at the **Regular Worksite** to address unscheduled events, unless alternative arrangements for coverage are possible; or
  - (f) are not an essential service to maintain the physical workflow of the organization..
- 3.4. Notwithstanding the criteria established in section 3.3, in emergency situations, the CAO may authorize a position or employee to **Work Remotely** for defined time periods. Criteria in such situations will be set out in the Remote Work Agreement.
- 3.5. An employee may be suitable for **Working Remotely** when they are able to demonstrate the following skills, as determined by the **Director** or **Delegate**:
- (a) Dependability and responsibility
  - (b) Effective communication with Supervisors, coworkers, public and customers
  - (c) Self-motivation
  - (d) The ability to work independently
  - (e) A consistently high rate of productivity
  - (f) A high level of skill and knowledge of the job
  - (g) The ability to prioritize work effectively
  - (h) Good organization and time management skills
- 3.6. When **Working Remotely**, staff will be available for on-camera virtual meetings as required and during such meetings, shall maintain a professional appearance including attire and screen background.
- 3.7. Communication formats and timing must be established between the **Director** or **Delegate** and employees prior to approving **Working Remotely**.

#### **4. EQUIPMENT**

- 4.1. Employees approved for **Working Remotely** will be provided with the following equipment:
- (a) Laptop with mouse and soft laptop case
  - (b) Monitor (with approval and in limited circumstances)

#### **5. TECHNICAL SUPPORT**

- 5.1. When **Working Remotely**:
- (a) employees may contact the IT department for technical support at [helpdesk@lakecountry.bc.ca](mailto:helpdesk@lakecountry.bc.ca);
  - (b) employees must be prepared to physically attend the District office if technical problems occur;
  - (c) must ensure all connections and uses are in compliance with [IT and Computer Use Policy 14.143](#)

## 6. LONG TERM REMOTE EMPLOYEES

- 6.1. **Working Remotely** for more than two (2) months on a consistent basis will be considered long-term remote work.
- 6.2. Long term remote work:
- (a) requires approval from the CAO and Director;
  - (b) must be reviewed by the Occupational Health & Safety (OHS) Specialist and IT prior to approval;
  - (c) must be continually monitored and evaluated; and
  - (d) may be cancelled at any time by the CAO or Director.

## 7. WORKSPACE SET UP

- 7.1. The employee and **Director** or **Delegate** are responsible for ensuring the **Remote Work Location** meets the District's Occupational Health and Safety requirements.
- 7.2. The District is not responsible for physical set up of District equipment, internet, or phone at employee's homes. Employees will be provided with remote technical support as required to assist with technical issues while setting up and using equipment.
- 7.3. Employees are required to inform their **Director** or **Delegate** where accommodations have been made to an employee's Regular Work Site.
- 7.4. The following recommendations will assist employees with setting up a successful **Remote Work Location** and **Working Remotely**:
- (a) set up in a quiet area with privacy, away from busy living spaces and distractions such as televisions;
  - (b) talk to members of your household about the workspace and your needs while **Working Remotely**;
  - (c) try to work in a space with natural light to reduce eyestrain, exposure to natural light can impact physical and mental well-being;
  - (d) consider ergonomic needs, for example, when setting screen and keyboard heights;
  - (e) be prepared to do without certain items, such as printers;
  - (f) revisit and adjust your set-up as needed, consider issues such as temperature, storage of gear when not in use, and other factors.

## 8. INFORMATION AND SECURITY

- 8.1. The requirements for managing information and confidentiality are the same whether **Working Remotely** or at the Regular Work Site and whether connected to the VPN or not. Employees must manage information appropriately and effectively in accordance with legislation and District policies.
- 8.2. To ensure information and records are managed and protected appropriately when **Working Remotely**, employees:
- (a) are responsible for safeguarding protected or classified information;
  - (b) must ensure secure communications;
  - (c) must be aware that all records related to District business belong to the organization and must be cognizant of transitory vs substantive records and ensure they are retained/distributed appropriately;
  - (d) ensure the security and proper handling of sensitive information.

- 8.3. Employees will refrain from:
- (a) printing documents at their **Remote Work Location** that contain sensitive or private information;
  - (b) taking original versions of physical records off District property;
  - (c) disposing of District records at their **Remote Work Location** (documents will be retained securely until they can be safely disposed of at a District site in accordance with approved retention and disposition schedules.)
- 8.4. Employees shall immediately notify their **Director** or **Delegate** of any breach involving District data and business records while **Working Remotely**.
- 8.5. In person business or staff meetings shall not be held at **Remote Work Locations**. When **Working Remotely** employees are expected to attend in-person meetings at the Regular Work Site when necessary or requested.
- 9. FINANCIAL CONSIDERATIONS AND HOURS OF WORK**
- 9.1. When **Working Remotely** employees will not be provided with materials or supplies required for establishing a **Remote Work Location** such as desk, chair or internet services.
- 9.2. Employees will not be reimbursed for mileage between a **Remote Work Location** and the Regular Work site.
- 9.3. Reimbursements in accordance with Cellular Device Policy 179, 2020 remain in effect while **Working Remotely**.
- 9.4. The District is not responsible for costs associated with employees setting up a **Remote Work Location**. Employee's personal equipment and furniture are the responsibility of the employee.
- 9.5. The District is not responsible or liable for any theft, loss, damage, or wear and tear of an employee's personal equipment or property at the employee's **Remote Work Location** while an employee is **Working Remotely**.
- 9.6. Hours of work and availability will be established between the employee and **Director** or **Delegate** prior to approval for **Working Remotely**. An employee's regular working hours shall remain consistent while **Working Remotely**. Any reduction in hours must be pre-approved by the **Director** or **Delegate** and will be balanced using appropriate banks in the following order: Vacation, Wellness Leave, Unpaid Leave (by CAO Approval only).
- 9.7. Application of overtime shall be consistent with Article 21-Overtime Pay, of the Collective Agreement or applicable District policy.
- 9.8. Employees **Working Remotely** are not eligible to participate in Earned Time Off (ETO) Program Policy No. 15.144. ETO, for eligible employees, supports work life balance for those unable to **Work Remotely**.

**10. SAFETY CONSIDERATIONS**

- 10.1. **Directors** or **Delegates** and employees will review safe work practices applicable to **Working Remotely** including, but not limited to:
- (a) incident and safety concern reporting;
  - (b) emergency and first aid procedures;
  - (c) ergonomic workstation set-up;
  - (d) working alone procedures and establishing a communications protocol for check-ins if an employee if working alone or in isolation.
- 10.2. Employees will be provided with a [workstation set-up diagram](#) to assist with setting-up a **Remote Work Location**. Troubleshooting support will be provided by the OHS Specialist via video-conferencing or by phone. For more information on workstation set-up see: [How to Make Your Computer Workstation Fit You](#).
- 10.3. Health and safety concerns related to a **Remote Work Location** will reported to the **Director** or **Delegate** where the OHS Specialist will assist where required.
- 10.4. If employees are not able to set-up a healthy and safe **Remote Work Location** using existing tools and equipment, they will not be eligible for **Working Remotely**.
- 10.5. Any workplace safety incidents that occur while **Working Remotely** must reported immediately. Investigations will be completed where required in accordance with Part 2 Div. 10 of the Workers Compensation Act (“WCA”).

**Signed:**

*Original Signed by Tanya Garost*

*August 8, 2023*

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Tanya Garost, Chief Administrative Officer

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Date

**SCHEDULE 1**

**Remote Work Agreement**

1. The District of Lake Country (the “District”) and the \_\_\_\_\_ (the “Employee”) hereby enter into the Remote Work Agreement as follows:

1.1. The Employee acknowledges and agrees:

- (a) they have read, understood and agree to adhere to the terms and conditions contained within Remote Work Policy 205, 2023;
- (b) to adhere to all existing requirements of their employment, rules, policies, practices, instructions and collective agreements affecting their employment;
- (c) evaluation of this Agreement will be routine and ongoing;
- (d) the Remote Work Agreement may be cancelled at any time by the CAO or **Director** or **Delegate** at their sole discretion;
- (e) work documents will not be saved or transferred to personal computers;
- (f) personal emails will not be used for work related responsibilities;
- (g) work email will not be forwarded to personal email;
- (h) if assisting customers, personal information shall not be recorded.

1.2. The Employees **Remote Work Location** will be located at:

Address and City	
Phone number	
Cell number	

1.3. The Employees hours of work while **Working Remotely**, shall generally be as follows:

Day	Start Time	End Time
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

1.4. The Employee agrees to the following additional conditions as required by the **Director** or **Delegate**:

- (a)
- (b)

2. The Remote Work Agreement for the Employee as set out above, and in accordance with Remote Work Policy 205, 2023 is approved by the following:

	Name	Signature	Date
Employee			
Manager			
<b>Director</b>			
CAO			
Human Resources			