



Work from Home Procedure

Document #	Assigned Number	Prepared By	Human Resources
Issued	January 2021	Approved By	Team Name
Revision #	Revision Number	Corporate Approval	Team Name

1.0 Purpose

The Work from Home Policy and Procedure outlines the eligibility requirements and steps required to engage in a Work From Home Agreement in a way that allows for employees to meet the requirements of their job responsibilities in serving the citizens and internal customers of the City of Brantford.

In keeping with the modernization of the workplace and in an effort to foster a productive and flexible work environment employees will be encouraged to establish Work From Home Agreements in accordance with this policy wherever it is operationally feasible to do so. Management shall encourage employees to work from home wherever possible.

2.0 Scope

This procedure applies to all employees and addresses Work From Home Agreements during normal working conditions. During periods of extraordinary circumstances, such as a pandemic or other emergencies, the employer may request or require that employees work from home for a temporary period of time even if some eligibility requirements have not been met. Such arrangements will be in accordance with an emergency response plan with a reasonable attempt by management to follow the terms and conditions of this procedure where possible.

Eligibility to work from home will depend on the nature of the employees job, the employees current and past performance, availability of electronic resources and the overall feasibility of a proposed work from home arrangement. Management shall have the sole and exclusive right to approve, modify or rescind a Work From Home Agreement, however, the City's management level staff will not unreasonably withhold approval for Work From Home Agreements.

This policy does not alter or replace the terms of an existing employment contract, relevant collective agreements, policies, procedures, practices, or legislation, including but not limited to the, Employment Standards Act, Human Rights Code and AODA, that apply if the employee were working at the Municipal Work Site.

If established, a Work From Home Agreement will not be permanent and will not entitle an employee to an ongoing or future arrangement. Eligibility will be reassessed from time to time and if an employee changes jobs within the City, there are performance concerns, or a work from home arrangement is not operationally feasible any existing Work From Home Agreement may be re-evaluated, modified, or rescinded at the discretion of management.

In the event the City determines it is necessary to terminate an existing Work From Home Agreement it may do so providing reasonable notice, however, where possible the City will provide the employee with an explanation as to why the Work From Home Agreement is being terminated and will provide as much advance notice as possible in the circumstances. Denial or termination of an existing Work From Home Agreement will not necessarily preclude future Work From Home Agreements and employees may re-apply in the future.

There are times when employees who work from home, need to attend their assigned municipal work site. This would include “anchor days”, where an employee comes into the office to check in with leadership, internal or external customers; for team meetings; or perform activities that are not possible to perform away from the office.

This policy should be read in conjunction with the Working From Home FAQ’s available on CityNet.

3.0 Definitions

Anchor Day: a predetermined day(s) in which the employee attends the municipal work site.

Designated location: the location within the employee’s residence in which the employee will establish a suitable, dedicated workstation.

Municipal work site: the municipal facility in which the employee works.

Management: The management person the employee reports to. This may include any or all of the following: Supervisor, Manager, Director, General Manager, or Chief Administrative Officer.

Work from Home (WFH) Agreement: Required for all formal work from home arrangements. WFH Agreements are not required when an employee is periodically working from home such as during inclement weather situations. In these circumstances only written/ email prior approval is required from the employee’s Manager/ Supervisor.

4.0 Applicable Legislation

[Accessibility for Ontarians with Disabilities Act](#)¹

[Ontario Human Rights Code](#)²

[Occupational Health & Safety Act](#)³

¹ The Accessibility for Ontarians with Disabilities Act can be read in its entirety at <https://www.ontario.ca/laws/statute/05a11>

²The Human Rights Code can be read in its entirety at <https://www.ontario.ca/laws/statute/90h19>

³ The Occupational Health and Safety Act can be read in its entirety at <https://www.ontario.ca/laws/statute/90o01>

5.0 Guiding Principles

The following principles will guide the implementation of Work From Home Agreements:

- A Work From Home Agreement must not have a negative impact on an employee's performance and therefore the ability of the City or department to meet its goals and objectives.
- Financial impacts of a Work From Home Agreement must be identified and assessed on a case-by-case basis, and must be preapproved.
- Working from home is a privilege. Abuse of a Work From Home Agreement may result in a temporary or permanent rescindment of the Work From Home Agreement.
- Job descriptions or job classifications must not be altered as a direct result of a Work From Home Agreement – the nature and function of all affected positions must remain intact.

6.0 Responsibilities

6.1 Supervisor Responsibilities

The supervisor must ensure that the employee's duties are covered without compromising quality of service. This includes:

- Supervisors will commit to review and consider each eligible Work From Home Agreement presented;
- Ensure employee completes the Work From Home Agreement and the Workstation Self-Assessment Safety Checklist initially or as otherwise required, and ensure that the employee demonstrates that their remote work site meets the standards of the organization for safety;
- Make sure employees are properly trained to work from home including, but not limited to, use of technology, health and safety, and records compliance.
- Monitor physical and mental health of the employee to ensure their environment remains safe, productive and supportive of the well-being of the employee.
- Follow established protocols in the event that the employee reports a workplace accident;
- Provide reasonable notice if an employee is required to attend a work function on site or at another location;
- Provide reasonable notice if a change is required to the employee's remote working arrangement, and communicate the reasons, unless the employee's permission is suspended or revoked for performance reasons.

6.2 Human Resources

- Provide advice and guidance, as requested, on work from home Procedure;
- Partner with Departments and Divisions to resolve work from home issues, as requested, especially with respect to Health and Safety, Sick Leave or WSIB claims;
- On a regular basis, review and update the procedure as needed and ensure its application is in compliance with relevant legislation, and considers internal feedback;
- Maintain records, such as the Work From Home Agreement in the employee's file.

7.0 Eligibility Considerations

Employees whose job duties, in whole or in part, (eg. some days of the week in the office and some days are working from home) can be carried out effectively may be eligible to participate. In some cases, employees will not be eligible to participate because of staffing levels, the necessity to conduct work on-site at City facilities or out in the community, and/or the nature of work and operational demands. The work habits, skills and abilities of employees may also impact the decision to approve or deny a Work From Home Agreement. Where there are competing requests to work from home that cannot all be approved, applications will be considered in this order: Accommodation requirements, personal factors impacting the request, employee's work record, attendance, seniority, order in which the requests were submitted.

7.1 Basic Eligibility Requirements

- Employee must be in good standing;
- Employee must not have a recent history of unsatisfactory job performance
- Employee must abide by all City policies and procedures and must abide by all lawful instructions and requirements of the City.
- Completing work from home is both operationally feasible and cost neutral – there can be no increased labour costs and no significantly increased unapproved operational or capital costs (excluding IT equipment costs) as a result of the arrangement.
- Work from home is not intended to be a long-term replacement for child or dependent care;

- The employee will follow all existing municipal policies, procedures and practices, and abide by the terms and conditions of this procedure such as the use of applicable information technology, maintenance of a safe and healthy remote workstation, the reasonable protection of confidential information and all other expectations identified in this procedure and the accompanying work from home Agreement.

7.2 Job Characteristics

- work can be sent to and from the employee's remote work site with ease, speed and confidentiality;
- the job involves a high percentage of work that can be performed remotely;
- there is a low requirement for in-person face-to-face contact with management, customers, members of the public, other employees, etc.;
- the needs of internal and external customers can be satisfied without adverse impact to the organization or community;

8.0 Application and Approval

8.1 Approval process

- 8.1.1 Employees who can work from home are required to communicate with their supervisor and maintain an agreed upon work plan and deliverables. Permission to work from home on a permanent, ongoing basis must be pre-approved by the employee's supervisor and a Work From Home Agreement must be established. Any employee working one or more days per week at home on a continuous and regular basis will seek approval through this procedure; ad hoc requests to work from home do not require a Work from Home Agreement.

8.2 Work From Home Agreement

- 8.2.1 The Work From Home Agreement (see Appendix A) is a document signed by the employee and management that states the conditions for that employee. While the Work from Home Policy is more general in nature, the Work From Home Agreement provides more specifics. For example, the Work From Home Agreement establishes the specific schedule for an employee. Each Work From Home Agreement is unique to a specific job and employee.
- 8.2.2 Each employee who establishes a Work From Home Arrangement is required by procedure to sign a Work From Home Agreement, which stipulates the terms of the arrangement and that the arrangement is entered into voluntarily. There are no exemptions from this requirement, unless determined necessary as part of an emergency response plan.

- 8.2.3 The establishment of a Work From Home Agreement under this policy does not create a contractual entitlement to an ongoing work from home arrangement and the terms of a Work From Home Agreement established under this policy may be altered, modified or cancelled by the City at any time. All employees that request a Work From Home Agreement are required to acknowledge that the establishment of a Work From Home Agreement does not create a contractual right to any ongoing or future work from home arrangement and that the City has the express and unfettered right, acting reasonably to cancel or alter the terms of any work from home arrangement.

8.3 Duration, reviews and evaluation

- 8.3.1 The agreement is reviewed at least every 12 months by management and the employee to determine if it is operationally feasible to continue with the arrangement and what changes may be required.

9.0 Remote Work Areas and Expenses

9.1 Designated Location

- 9.1.1 The application to work remotely must identify a suitable designated workstation location at the remote location. Employees are expected to notify their employer of any change to the designated location and may be required to reapply to continue their arrangement depending on the change in circumstances.
- 9.1.2 Employees designated work location must be within 200km of City of Brantford city limits unless expressly agreed upon otherwise.
- 9.1.3 As required, the employee may be asked to report to their regular work location or other location for meetings, training, events or other business purposes.

9.2 Information Technology

- 9.2.1 The municipality will provide and maintain essential computer hardware necessary to effectively work remotely as specified in the Work From Home Agreement, including a laptop, docking station, monitor, keyboard and mouse. All other information technology equipment should not be removed from the Municipal Worksite without management approval.
- 9.2.2 Wherever possible employees should use City issued electronic equipment for the purposes of carrying out their employment duties.
- 9.2.3 Employees must take reasonable steps to protect any municipal property from theft, damage, or misuse. Depending on the circumstances, the employee may be responsible for any damage to or loss of municipal property.

- 9.2.4 All property owned by the organization used by the employee at their remote work site is to be returned to the organization when the employee ceases to work remotely and/or for the organization.

9.3 Furniture and Equipment

- 9.3.1 The employee is responsible for providing adequate workspace and furnishings while working remotely. Corporate property such as IT supplied hardware, furniture or chairs may be borrowed, subject to availability and prior approval. In such cases, an office furniture home waiver form must be completed and returned. There will be no duplication of any office equipment for a remote work environment unless approved by the director. The employee is responsible for the relocation of City borrowed equipment and furniture to and from the home, as well as the proper installation, maintenance and cleaning thereof. Support staff from IT or Facilities will only provide remote support and will not attend the employee's home.
- 9.3.2 All property owned by the organization and used by the employee at their remote work site is to be returned to the organization when the employee ceases to work remotely and/or for the organization.

9.4 Expenses

- 9.4.1 Employees are not eligible to claim any expenses from the City incurred from working from home. For example, the employee would be responsible for expenses relating to insurance, communication lines including internet connection and usage fees, utilities, meal allowance, lighting, as well as procurement and maintenance of remote workstation furniture and IT equipment not provided by the City.
- 9.4.2 Employees may access necessary office supplies required to perform their duties (e.g. paper, pens) from their usual municipal work site. The employee is responsible for purchasing and stocking all other supplies, including printer ink cartridges, necessary to do their job. Employees are expected to make use of available technology including computer-based video or phone calls to limit long-distance phone charges. Any supplies or other expenses not specifically covered in this procedure will be dealt with on a case-by-case basis between employee and supervisor. Employees must seek prior approval before making any work-related purchase and are required to follow the internal procedures established by the municipality regarding reimbursement for work related expenses.
- 9.4.3 Work-related travel cost will be applied in accordance with the Collective Agreement and Corporate Policy.

- 9.4.4 If applicable, the issuance of T2200 (Declaration of Conditions of Employment) or any other tax forms related to work from home arrangements will be provided in accordance with the requirements of the Canada Revenue Agency.

9.5 Health and Safety

- 9.5.1 The City is committed to ensuring that the remote work site is safe and ergonomic. Employees will be required to complete ergonomic training.

9.6 Training

- 9.6.1 Employees are expected to have current and valid training in any required areas, as established in their Work from Home Agreement and any related policies.

9.7 Safety inspections

- 9.7.1 The *Occupational Health & Safety Act* does not apply to private residences. Therefore, employees are expected to inspect their own designated remote work site if such a work site is their residence. The Work from home Area Checklist (Appendix A) should be utilized.
- 9.7.2 Prior to commencing any period of working remotely, the employee will complete and sign a Workstation Self-Assessment Safety Checklist and submit it to their supervisor.
- 9.7.3 Photographs of the workstation may be requested, and will be provided when requested, to satisfy the supervisor that the workstation is appropriate. Consultation may occur with the Health, Safety & Wellness team (HR) or Joint Health and Safety Committee (JHSC) representatives to discuss potential options and solutions.

9.8 Third parties

- 9.8.1 All employees that are permitted to work from home are prohibited from conducting any in person meetings with other City employees or third parties at their remote work area, unless the other City employee is also a resident of the municipal address where the employees remote work area is located.
- 9.8.2 The employee remains liable for injuries to other employees and third parties that occur at the employee's remote work area.

9.9 Accident and incident reporting

- 9.9.1 In the event of a work-related incident or injury in the designated workspace, employees must immediately report the incident in accordance with the Hazard and Incident Reporting Procedure. Employees working remotely will be covered by workers' compensation for job-related injuries that occur in the course and

scope of employment while working remotely, subject to adjudication and approval by the Workplace Safety and Insurance Board.

9.10 Accommodations

- 9.10.1 Accommodations under the *Human Rights Code* and *Accessibility for Ontarians with Disabilities Act* shall be reviewed and administered outside of this procedure with the assistance of Occupational Health and Safety in accordance with all applicable policies and practices.

9.11 Emergency operations

- 9.11.1 If an emergency or closure of a City facility excuses employees working at a municipal work site from working and does not affect an employee working remotely, the employee working remotely is not excused from working. For example, if City Hall is closed due to extreme weather conditions, employees working remotely are still required to perform their duties. Failure to report for work without first being excused may result in loss of pay for the time the employee was away from work.
- 9.11.2 Employees must notify their immediate supervisor in the event of an emergency. In a case where an emergency such as a power failure prevents work at the remote workplace, the employee may be excused from working or if prolonged, may be required to report to the Municipal Work Site as instructed by the supervisor.

10.0 Training

All employees have access to this procedure through CityNet.

11.0 Appendices

Appendix A - Work from Home Agreement

Note: fillable versions of the Work from Home Agreement will be made available on Citynet or as otherwise requested.

12.0 Revision History

Human Resources will review and evaluate this policy as needed, but at least on an bi-annual basis, and depending on the result of the review this policy may be amended or modified to meet the business needs of the City and to ensure a safe and productive work environment for all employees.

Date	Revision #	Reason for Revision
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Appendix A – Work From Home Agreement

Employee Information

Date of Application:

Employee Name:

Position Title:

Division, Department:

Usual municipal work site:

Direct Supervisor's Name:

Remote Contact Information

Home Address:

Personal Phone Number:

Voice Mail Available? Yes No

Work Cell Phone Number:

Alternative Cell Phone Number:

Work E-mail Address:

Alternative E-mail Address:

Work from Home Schedule

Requested Start Date:

Requested End Date:

Day	Working Hours: Workplace (e.g. 8:30am – 12:00pm)	Working Hours: Home (e.g. 1:00pm – 4:30pm)	Lunch (e.g. 12:00pm – 1:00pm)	Total Working Hours
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
Total Working Hours per Week				

Employee Proposal for Work from Home

Describe the current duties of your position that can be performed remotely.

Describe the impact on others, in this or other departments, from performing your duties remotely.

Is there any portion of your duties that will not be able to be performed remotely?

What is your plan to ensure completion of duties that cannot be performed remotely?

Describe the impact on this or other departments if these duties will not be completed in the traditional manner.

Will you be providing care to others while working from home? (Requests for accommodation related to child care, dependent care, etc. should be made as an accommodation and not under this agreement)

Describe the impact that this will have on your ability to perform your duties as outlined above.

Resources Required

What other equipment/technology will you require to perform your duties from home?

Description of Remote Work Area

Describe the setup of your remote work area. For example, will you be working on the main floor, basement or second floor? In an office or vacant room?

Remote Work Area Checklist

Category	Item	Yes/No
General	Is your remote work area in a space where it is easy to concentrate?	
	Are you able to work on the computer (via internet connection) and be available by phone at the same time?	
Safety	Is there a functioning smoke alarm?	
	Is there clear access to a fire extinguisher?	
	Has an evacuation plan been established?	
	Are there adequate first aid supplies?	
	Are extension cords in good condition and positioned properly?	
	Are cords and cables causing a tripping hazard?	
	Is there surge protection for electrical equipment?	
	Is there enough ventilation for electrical equipment?	
Ergonomics - Seating	The chair has a back on it (If applicable, adjust the backrest so the curve of the backrest fits the curve of your back.)	
	Your feet are fully supported on the floor or a footrest.	
	When seated, your elbows are bent 90 degrees when you type.	
	Armrests (if applicable) do not prevent sitting close to the desk or obstruct the reach to the mouse.	
Ergonomics – Keyboard Position	Adjust your keyboard height and position so you can type with your elbows against the side of your body, at your shirt seam.	
Ergonomics – Monitor Position	The top of the screen is at eye level. Adjust viewing distance (closer or further) for comfort.	
Ergonomics - Mouse	The mouse is at the same height and forward reach as the keyboard.	
Other Ergonomic Tips	Keep documents close by tilting them up toward your eyes on a document holder or empty binder.	
	Change positions, at least every 20 minutes.	

Category	Item	Yes/No
	Stretch, at least every hour.	
	Take frequent breaks (e.g., 5 minutes every hour) away from keyboarding during prolonged computer use.	
Lighting	There is adequate lighting to perform work without eyestrain.	

Terms & Conditions

To be completed by the employee. Please acknowledge confirmation by initialing each item.

Verification of Application

____ I acknowledge that the information provided by me in my application to work from home is true.

____ I will immediately inform my Supervisor/Manager of any changes to my situation that may alter the information that I provided in my application.

Performance Expectations

____ I have read and understand my responsibilities as per the work from home Procedure.

____ I will maintain a high level of performance under this arrangement and acknowledge that my performance under this arrangement will be periodically assessed by my Supervisor/Manager.

Safety

____ I acknowledge that I have an area to work from home 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/Manager, just as I would at the workplace.

Security

____ I understand that I am responsible for the security of the work which I conduct remotely and for any City property that I use to conduct that work.

Hours of Work

____ I agree that I must be accessible to the main work location during scheduled work hours under this arrangement.

____ I understand that I am to submit my time worked daily to my Supervisor/Manager and designated Payroll person.

Availability

____ I will maintain a regular schedule whereby I check phone messages and check-in with my supervisor/manager regularly.

____ I agree to attend meetings when deemed necessary by my supervisor/manager or alternative member of management.

Office Supplies

_____ I will ensure that office supplies provided by the City are only used for business purposes.

_____ I accept that any equipment provided by the City remains the property of the City and must be returned upon the termination of this work from home arrangement.

Expenses

_____ Office furniture or equipment that is required to make my remote workstation ergonomically acceptable is my responsibility.

_____ I will not be reimbursed for expenses that I would have normally incurred had I not been working from home, for example, internet access fees.

_____ I may, at the discretion of my Supervisor/Manager, be reimbursed for expenses such as work related long distance phone calls, etc.

I acknowledge that the establishment of this work from home agreement does not create a contractual entitlement to any ongoing work from home arrangement and that the terms of this work from home agreement may be altered or cancelled by the City at any time. Unless expressly set out in my contract of employment I acknowledge that I have no contractual right to work from home and that I may not commence any proceeding against the City for breach of contract or constructive dismissal in the event the City alters or cancels this work from home agreement.

I acknowledge that I have read, understand, and will comply with all the terms and conditions of this remote working arrangement.

Employee Name	Signature	Date
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Approvals

The City of Brantford is not obligated to approve an application for a work from home arrangement for any employee. The decision is at the discretion of the supervisor/manager in accordance with the Work from Home Procedure. Participation is subject to ongoing review and may be subject to termination at any time based on performance concerns or operational requirements.

Work from Home arrangements cannot result in an employee being scheduled to work more than standard working hours (35 or 40 hours).

If an employee is required to work more than 44 hours (ESA overtime threshold) in a week to carry out job requirements, an additional approval from the direct supervisor/manager is required.

Approved

Declined

Supervisor/Manager Comments:

Manager's Name Signature Date

Director's Name Signature Date

General Manager's Name Signature Date

A signed copy of this document must be submitted to Human Resources and kept in the employees file.