

Government of the Northwest Territories

Remote Work Guidelines

January 2022

PURPOSE

Remote Work guidelines have been developed to provide employees with the necessary information to make requests to work remotely within the jurisdiction of the Northwest Territories (NWT), or outside of the NWT in exceptional circumstances, as well as to provide information to departments and agencies so they are able to make fair, rational, and cost-effective decisions with regards to Remote Work.

These guidelines are intended to be read in conjunction with the Remote Work Policy.

POLICY BASE

These guidelines are consistent with, and support the implementation of, the Government of the Northwest Territories' (GNWT) Remote Work Policy (Policy).

SCOPE

This Policy and applicable guidelines apply to all departments and agencies and employees of the GNWT, except for:

- Members of the Northwest Territories Teachers' Association, and
- Employees of the Northwest Territories Power Corporation.

Employees seeking to work remotely as part of an accommodation are subject to the Duty to Accommodate Injury and Disability Policy and the Duty to Accommodate Policy Application Guidelines. Such requests for accommodation are outside of the scope of the Policy and associated guidelines.

DEFINITIONS

Dependent Care includes child care, elder care and care of ill family members or dependents with disabilities.

Deputy Head as defined in the *Public Service Act*: the Deputy Minister of a department, the Chief Executive Officer of a public committee, board or council, or such a person may be appointed or designated as Deputy Head.

Designated Workplace is an employee's regular place of work if there was no Remote Work Site.

Hybrid Remote Work is a work arrangement that allows an employee to perform their job duties away from their Designated Workplace for part of their work week on a specific schedule, such as three days per week at the Remote Work Site and two days per week at the Designated Workplace.

Long-Distance Remote Work is a work arrangement that allows an employee to perform their job duties at a singular work location within the NWT, or within the NWT and Nunavut for employees of the Workers' Safety and Compensation Commission (WSCC), that is outside of the community where their Designated Workplace is located.

Out-of-Territory Remote Work is a work arrangement that allows an employee to perform their job duties away from their Designated Workplace, at a location within Canada that is outside of the jurisdiction of the NWT, or for WSCC employees, outside of the NWT and Nunavut.

Performance Development is a combination of employee development and performance management based on the GNWT or WSCC Competency Model, whichever applies. Performance Development encourages communication between the manager and employee by providing coaching, development and effective feedback throughout the performance period.

Performance Document is a written record of an employee's performance on an annual basis. The document describes an employee's work objectives, learning plan goals, and competency ratings.

Remote Work is a work arrangement that allows an employee to perform their job duties away from their Designated Workplace for part or all of their work week depending on necessity, at a location within the jurisdiction of the NWT.

Remote Work Site is a singular work location where an employee is permitted to carry out their regular work duties outside of their Designated Workplace, usually in an employee's home.

Suitability pertains to the appropriateness of Remote Work for a particular employee, position, and the proposed Remote Work Site, in the context of continuing to deliver GNWT programs and services to the public.

Working Alone refers to working at a worksite, whether a Remote Work Site or otherwise, as the only employee, where assistance is not readily available in the event of injury or emergency.

GUIDELINES

Remote Work Overview

The GNWT is committed to providing high quality public services supported by an engaged and effective workforce, and recognizes that an employee may wish to work at a location that is different than the designated workplace for convenience, flexibility, or other reasons. This has the potential to be beneficial for both the employee and the employer, provided that certain criteria are met.

As an alternative method of work accommodation and as a flexible work arrangement, Remote Work is offered by the GNWT as an option for employees wishing to continue work without physically being present in their Designated Workspace.

Remote Work is neither a right nor a requirement, and is completely voluntary and subject to approval from the employee's supervisor and the department's Deputy Head, and in cases of Out-of-Territory Remote Work, subject to approval by the Deputy Minister of Finance.

The GNWT's Remote Work Policy does not alter or replace the terms of the existing employment relationship. The employee remains obligated to comply with all GNWT policies and procedures that would apply if the employee were working at the regular GNWT worksite. The GNWT's Remote Work Policy does not alter or replace the employer's obligation to pay employees for duty travel in accordance with their terms of employment.

Requirement for Remote Work Agreement

A formal Remote Work Agreement is required for Remote Work over 21 business days.

The specific duration of a Remote Work arrangement should be stipulated in the Remote Work Agreement. Temporary informal remote work arrangements for 21 business days or less may be approved by an employee's supervisor; a formal Remote Work Agreement is not necessary.

Informal remote work arrangements will be monitored and tracked by the department. If an informal remote work arrangement recurs or needs to be extended beyond 21 days, the employee and supervisor will complete a formal Remote Work Agreement.

The duration of an individual Remote Work Agreement shall not exceed two (2) years. Employees working under a Remote Work Agreement may apply for another Remote Work Agreement to begin upon conclusion of their existing agreement, however if the cumulative duration of the Remote Work Agreements is in excess of two (2) years, approval from the Deputy Minister of Finance is required.

Eligibility to Remote Work Inside the Territory

Remote Work will be considered for employees on a case by case basis, and exceptions to the Policy and guidelines may be authorized by the department's Deputy Head, where operational requirements permit.

In order to ensure that the number of regional positions do not decrease, employees whose Designated Workplace is outside of GNWT Headquarters are not eligible for a Long-Distance Remote Work Agreement where the proposed Remote Work Site is located in Yellowknife. Long-distance remote work arrangements where the proposed Remote Work Site is located in Yellowknife will be considered on a case-by-case basis for periods of 21 business days or less and should be administrated in the same manner and be subject to the same tracking and reporting requirements as other informal remote work

arrangements. Approval should be conditional on the presence of exigent circumstances (such as the requirement of medical travel to Yellowknife).

Long-Distance Remote Work

Long-Distance Remote Work may, in some cases, be a viable option that meets both the employee's and the employer's objectives. Long-Distance Remote Work is intended to be an option available for employees wishing to reside in smaller communities while still accessing job openings in Yellowknife. In such cases, the Remote Work Agreement would likely be for a term or indeterminate duration.

A Remote Work arrangement is not a substitute for Duty Travel. Employees under a Remote Work Agreement are still eligible for Duty Travel Allowance should their work duties require it. In such circumstances, employees are required to present themselves on their own time and at their own expense to their designated workplace, including travel from their Remote Work Site community.

Employees approved for Long-Distance Remote Work Agreements will receive a Northern Living Allowance based upon the community in which they are employed, not the community in which they reside.

Hybrid Remote Work

Hybrid Remote work is intended to be an option for employees to balance the desire to work remotely and the demands of their job, which may require them to regularly work at the Designated Workplace, during specified days of the week.

Eligibility for Remote Work Outside of the Territory

The GNWT is a public government responsible for the delivery of services to the residents of the NWT. In order to have a public service that provides the largest possible benefit and that is accountable to and representative of the population that it serves, GNWT employees are expected to reside in the NWT, except in extraordinary situations.

Departments may only consider Out-of-Territory Remote Work for employees in rare and exceptional circumstances.

Out-of-Territory Remote Work is approved by the Deputy Head of Finance, upon the recommendation of the department's Deputy Head.

Depending on the circumstances, worker's compensation entitlements may be different for Out-of-Territory Remote Work employees and will be assessed as part of the approval process.

Out-of-Territory provisions do not apply to WSCC employees working in Nunavut.

APPROVAL CRITERIA

Remote Work is neither a right nor a requirement and may only be considered when all of the necessary approval criteria have been met. Remote Work entails three broad elements: work that can be completed remotely with the appropriate technology; an employee who is comfortable using that technology; and a dedicated Remote Work Site suitable for a work environment conducive to productivity.

There are specific approval criteria that the employee must meet in order to be considered for Remote Work:

Job Suitability

- Are the job position and duties compatible with an offsite location and where applicable, alternate/flexible work schedule?
- Does the nature of the job require the employee to have daily face-to-face contact with a supervisor, other employees, clients or the general public?
- If the job involves the review, analysis, creation or processing of documents, records, or files, are they able to be securely transmitted or transported between the Designated Workplace and the Remote Work Site?

Employee Suitability

- Does the employee have a history of strong job performance?
- Is the employee capable of working independently with minimal supervision?
- Is the employee reliable, responsible, flexible and trustworthy?
- For the purposes of Remote Work, does the employee have the organizational and time management skills in order to work effectively and efficiently remotely?
- Is the employee comfortable and efficient with technology and computer applications, and are they able to troubleshoot technology issues with minimal or remote support?
- Has the employee completed relevant training such as Information Security training or Access to Information and Protection of Privacy training?

Remote Work Site Suitability

- Does the site have appropriate furnishings (adjustable office chair, table/desk etc.)?
- Does the site meet security requirements (e.g. storage of hard copy and electronic materials)?
- Does the site meet the GNWT's workplace health and safety requirements?
- Does the site have secure, reliable internet access to perform their regular work functions?

PROCESS

The following documents comprise a complete Remote Work application package:

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

Employees Requesting Remote Work

- a) Employees who would like to pursue a Remote Work arrangement are encouraged to read through the Policy and associated documents to ensure proper understanding of the criteria surrounding Remote Work.
- b) Once the employee has an adequate understanding of the parameters and expectations regarding Remote Work, the next step involves notifying and discussing the request with their immediate supervisor.
- c) The employee completes the Remote Work Application indicating their suitability for a Remote Work arrangement, including their proposed hours.
- d) The employee submits the completed Application to their supervisor, who determines whether the position and the employee are suitable for a Remote Work agreement, based on the existing criteria and appropriate supports required for Remote Work. The supervisor works with the department's Human Resources Representative regarding any human resources implications, as required.
- e) If Remote Work is determined to be a suitable arrangement for the employee, the supervisor and employee develop an agreement outlining specific considerations for Remote Work including effective date, scheduled hours for Remote Work, as well as what equipment is necessary for the arrangement.
- f) A Remote Work Health and Safety Self-Assessment Checklist must also be completed with the Application, or within 30 days of receiving conditional approval, to identify any potential health and safety concerns, including appropriate ergonomic set-up at the Remote Work Site. Photographs of the Remote Work Site must be provided with the Remote Work Health and Safety Self-Assessment Checklist.
- g) Once the Agreement is completed, with all supporting documents attached and signed by the employee and supervisor, the supervisor submits the package to the Deputy Head for final approval. A copy of the Agreement is also shared with the department's Human Resources Representative.

- h) Remote Work Agreement approvals are made at the discretion of the Deputy Head, in consultation with the employee's direct supervisor(s).
- i) Applications requesting Out-of-Territory Remote Work are submitted to the Deputy Head, who reviews the application package and makes a recommendation to the Deputy Minister of Finance. Out-of-Territory Remote Work Agreement approvals are made at the discretion of the Deputy Minister of Finance, in consultation with the employee's Deputy Head.
- j) Once an application package is approved and signed, a copy of the Agreement is shared with the employee, and a copy is kept in the employee's personnel file.
- k) Applications submitted without a completed Health and Safety Self-Assessment Checklist, including photographs, may be conditionally approved. In such cases, the employee has 30 days to provide the completed Checklist and photographs for consideration for the Agreement to be approved. Based on the Checklist, should the Remote Work Site be deemed inappropriate, the conditional approval may be revoked.
- l) For unionized positions, a copy of the signed Agreement is also provided to the UNW.
- m) If the department is unable to approve the Remote Work request for operational reasons, the department may propose modifications to the request to better meet the needs of both parties. If the case involves an emergency situation, reasonable efforts will be made to accommodate the employee's Remote Work arrangement.
- n) When a formal request for Remote Work is refused, the department will provide the employee with a written notification outlining the reason(s) for the refusal.

EMPLOYEE AND EMPLOYER RESPONSIBILITIES

Responsibilities of the Employee

Health and Safety Considerations

- a) The employee agrees to follow safe work habits and inform the employer of any accidents that occur at the Remote Work Site immediately.
- b) The employee may be covered for injuries arising out of and in the course of their employment, in accordance with WSCC processes or, in Out-of-Territory Remote Work arrangements, the appropriate Worker's Compensation Board safety legislation. For safety reasons, no in-person client appointments or other face-to-face work-related meetings may take place at the Remote Work Site.
- c) The employee must provide a dedicated office space for use during the Remote Work Agreement and is responsible for maintaining the office space in a clean and

safe condition (e.g., free from tripping hazards and mindful of good ergonomic practices).

- d) The employee must submit a Remote Work Health and Safety Self-Assessment Checklist with their Remote Work application, or within 30 days of an Agreement being conditionally approved.
- e) If the employee will be the only GNWT employee at the Remote Work Site, the employee must be familiar with the WSCC Codes of Practice *Working Alone* document. The employee must also, in conjunction with their supervisor, prepare written procedures for ensuring their safety when working alone.
- f) The employee must provide photographs of the proposed Remote Work Site with the Remote Work Health and Self-Assessment Safety Checklist.
- g) Throughout the duration of a Remote Work Agreement, the employee will be required to complete regular Remote Worksite Health and Safety Inspections and submit them to their supervisor for review.
- h) The employee agrees to allow the employer's OHS Committee or WSCC representatives to access to the Remote Work Site in the event a safety inspection is required, following a serious incident, a near miss, or as directed by a WSCC Safety Inspector.

Security of Information and Confidentiality

- a) The employee agrees to take reasonable steps and necessary precautions to secure and protect GNWT property, records, and information, which may include documents, files, etc., from any theft, damage or misuse while working remotely. This includes maintaining data security and data confidentiality protocols to the same or greater degree as when working at the Designated Workplace. If theft, damage, or misuse occurs due to employee negligence, the employee will be held responsible.
- b) If the employee deals with hard copy documents in the course of their employment and will need to continue to do so during the course of the Remote Work Agreement, they will discuss secure storage options with their supervisor. The employee and their supervisor will agree on and outline procedures for secure storage of hard copy documents in the Remote Work Agreement.
- c) The employee is required to return to the GNWT all government records and information, both hard copy or electronic, and any supplies and equipment provided by the GNWT upon termination of the Remote Work Agreement.
- d) All use of information, equipment and supplies provided by the GNWT must comply with *Email Use Policy*, *Internet Use Policy*, and *Mobile Handheld Devices Policy*, and all other relevant policies and guidelines continue to apply.

- e) The employee must ensure the safeguarding of personal information and confidential government records. The employee should refer to section 8300 of the *Enterprise Information Handbook* for 'Managing Government Records When Working Remotely' for guidance on the use of electronic devices, what paper records should not be removed from the Designated Workplace, and protocols for protection of information when transporting. The *Archives Act, Access to Information and Protection of Privacy Act, Recorded Information Management Policy, Management of Electronic Information Policy*, and all other relevant policies and guidelines continue to apply.
- f) The employee is responsible for reporting any information security incidents to their supervisor or inquiring with their supervisor if they are unsure if an information security incident has occurred.

Equipment and Furniture

- a) The employee must have a dedicated Remote Work Site for use during the Remote Work period and maintain this space in accordance with the Remote Work Health and Safety Self- Assessment Checklist provided by the GNWT.
- b) The employee is responsible for the provision of all furniture at the Remote Work Site. The employer may provide furniture or equipment if the specific furniture or equipment is required as part of a formal Duty to Accommodate file or workplace injury.
- c) Employees are responsible for any service charges for the Remote Work Site including phone line and Internet (email), as well as the cost of any home utilities, and any renovation costs associated with the Remote Work Site.
- d) GNWT assets cannot be used by anyone except the employee.
- e) The Employee will be responsible for all assets belonging to the employer and will be responsible for the replacement value of those assets that cannot be accounted for at the termination of the Remote Work arrangement. All GNWT-provided equipment must be treated with care and returned in good condition.

Technology Considerations

- a) In a Remote Work Agreement, employees are expected to have an adequate level of knowledge and comfort with computers and technology, and be able to troubleshoot basic computer issues themselves, or with remote support.
- b) In some circumstances, employees may be required to bring their electronic device to a government location for service.

Performance and Evaluation

- a) The employee must maintain the same or improved level of productivity and work quality while working remotely. If productivity and/or work quality begins to

decline below an acceptable level, the Remote Work Agreement will be reevaluated to determine if changes can be made, or if the Agreement should be terminated.

- b) A Remote Work arrangement should not prevent an employee from carrying out the full responsibilities of their job description.

Remote Work Site

- a) The employee is responsible for the cost of the utilities, insurance, rent or mortgage of their Remote Worksite, which may be their home, and any renovation costs associated with the Remote Work Site.
- b) The employee is responsible for setting up their remote workstation, including computer and computer accessories (monitors, keyboard, etc.), if applicable.
- c) The employee is responsible for ensuring they have appropriate insurance coverage for the Remote Work Site.
- d) While employee work activities are covered under the employer's liability insurance, the GNWT recommends that employees working remotely have adequate property and liability insurance (recommended \$2,000,000 personal liability coverage) for any unforeseen risks associated with working remotely. Employer insurance does not cover personal liability (actions outside of work) for the employee or equipment owned by the employee.
- e) The Employer will not be responsible for any non-work-related injuries that may occur at the Remote Work Site. Compensation will be limited to the approved Remote Work schedule only and will be limited to designated Remote Work Site workspace.
- f) It is recommended that employees who are working at their home as their Designated Worksite, disclose the remote working relationship to their current insurer.

Remote Work Schedules and Meetings

- a) The employee may be required to attend regular meetings and other work-related events at the Designated Workplace or other GNWT worksites. Employees are required to present themselves on their own time, at their own expense to their Designated Workplace. Any and all travel expenses incurred by the employee to personally attend work at the Designated Workplace will be their sole responsibility. To the extent possible, attendance at meetings may be facilitated electronically.
- b) Employees must be able to commit to a schedule that meets their professional responsibilities. Non-standard work schedules (outside of regular business hours) may be considered in the context of a Remote Work arrangement, if operational requirements permit.

- c) Employees are expected to be accessible and responsive during the hours outlined in their Remote Work Agreement.
- d) Standard leave provisions apply regarding casual and special leave, and the employee must ensure that applicable time and leave are entered into the Human Resources Information System (HRIS) for the supervisor's approval. A Remote Work Agreement does not affect the employee's status as an exception or positive time reporter in HRIS.
- e) Standard overtime provisions apply, and the employee must notify the supervisor of any overtime requests if required. Any overtime must be approved in advance by the supervisor.

Dependent Care

- a) If applicable, the Employee must make arrangements for dependent and elder care, to the extent that such care is not provided during remote working hours. Remote Work is not a substitute for child- or elder-care arrangements.

Responsibilities of the Employer

General

- a) The department must ensure that the employee understands the terms and conditions of Remote Work, and that they have read and understand the appropriate related Policy, guidelines, and associated documents.
- b) The department must ensure that all appropriate factors have been addressed prior to approving Remote Work Agreements, and that processes and procedures are in place for employees who wish to request a Remote Work arrangement.
- c) The department must ensure that any Remote Work arrangements lasting longer than 21 business days are formalized with a Remote Work Agreement, signed by the employee, supervisor and Deputy Head.
- d) The department must execute proper judgment to determine the case for Remote Work and ensure that Remote Work is not used where existing policies that address time away from work are more appropriate such as sick leave, vacation leave or any other leave provisions.
- e) The employers' insurance covers work and work activities carried out in good faith, and equipment owned by the GNWT.

Health and Safety Considerations

- a) The department must ensure that the Remote Work Site meets health and safety standards by reviewing and evaluating the Remote Work Health and Safety Self-Assessment Checklist.

- b) The department must ensure that the Remote Work Site conforms to the *NWT Safety Act*, Occupational Health and Safety Regulations, and the GNWT Occupational Health and Safety Policy.
- c) The department must ensure employees receive appropriate health and safety training suitable for their work prior to a Remote Work arrangement being initiated.
- d) The department must also ensure, if applicable, that the employee is familiar with the WSCC Codes of Practice *Working Alone* document as well as any department-specific OHS program. In such cases, the supervisor must also, in conjunction with the employee, prepare written procedures for ensuring the employee's safety when working alone.
- e) The supervisor will review the employee's regular Remote Worksite Health and Safety Inspections and forward them to the appropriate Occupational Health and Safety representative.
- f) The department may need to coordinate an OHS committee inspection of the Remote Work Site, in the event one is required following a serious incident, a near miss, or as directed by a WSCC Safety Inspector.

Security of Information and Confidentiality

- a) As part of the Remote Work Agreement, the supervisor and employee must establish safeguards to protect the confidentiality of government files, documents, and materials—both hard copy and electronic. This includes provisions for the appropriate secure storage options, transport, return and disposal of confidential materials and electronic and physical records, as required.
- b) The department must ensure that the employee has read and understands the *Internet Use Policy*, *Email Use Policy*, *Recorded Information Management Policy* and *Management of Electronic Information Policy* before allowing them access to GNWT networks, programs, and government records.
- c) The department is responsible for maintaining an inventory of all government information (records) that are located at the Remote Work Site, and in conjunction with the employee in ensuring that they are returned to the Designated Workplace upon the completion of the Agreement.

Equipment and Furniture

- a) While other requirements may vary, the department must provide the employee with a dedicated GNWT computer (and applicable computer accessories), as configured and maintained by the Technology Service Centre (TSC).
- b) All other equipment (such a mobile phone or printer) will be determined by the department, based on the requirements of the position and must be pre-approved by the Deputy Head.

- c) Access to government equipment and property is to be limited solely to the Remote Work employee for the purposes of conducting GNWT business.
- d) The employer will assume the responsibility for normal maintenance and repair of GNWT-owned equipment.
- e) The department is responsible for maintaining an inventory of all equipment owned by the GNWT that is located at the Remote Work Site, and in conjunction with the employee in ensuring that it is returned upon the completion of the Agreement.

Costs and Expenses

- a) The department is responsible for covering the costs of standard issued electronic devices required for Remote Work.
- b) The department is responsible for paying all reasonable expenses, as determined by the department, and as required of the position.
- c) The department must ensure that the Remote Work Agreement does not generate ongoing additional costs that would not be created in the employee's Designated Workplace.
- d) Employees are required to present themselves on their own time, at their own expense to their Designated Workplace. If the employee is required to report to a location away from their Remote Work Site or their Designated Workplace, the department is responsible for covering any costs associated with travel. Costs are not to exceed the Duty Travel requirements, as outlined in their terms of employment, from their Designated Workplace.

Technical Considerations

- a) The department will coordinate the installation, upgrading, maintenance and removal of hardware, software, virus protection and peripheral equipment, as necessary.
- b) Technology support services will be provided remotely, or may require the employee to bring the electronic device to a government location for service.

Performance Development

- a) The supervisor must ensure transparency and consistency when carrying out performance development. Performance document manager evaluations shall not differ solely on the basis of the employees work location.
- b) The department must regularly review and evaluate the Remote Work Agreement to ensure continued operational and employee compliance and to address any work related problems.
- c) It is recommended that performance reviews take place on a more frequent basis at the beginning of the Remote Work Agreement, and more periodically thereafter. A

supervisor may require more regular performance reviews, should they decide that it is necessary.

- d) If the supervisor notices a decline in the employee's productivity and/or work quality, they should address their concerns with the employee, so that they work together to identify any barriers and develop strategies and solutions. If the employee's productivity and/or work quality continues to decline below an acceptable level, the department will reevaluate the Remote Work Agreement to determine if changes can be made or if the Agreement needs to be terminated.

TERMINATION OF AGREEMENT

Except where the department or agency has cause to order immediate termination of the Agreement (such as in the event of a serious breach of employment conditions or health and safety risk), either party may request termination of the Remote Work Agreement. Upon termination of the Remote Work Agreement, the employee will return to their Designated Workplace, and arrangements will also be made for the return of all government property.

If the employee changes positions within the GNWT or an applicable agency, the Remote Work Agreement is automatically terminated.

LEGISLATIVE AND OTHER RELATED AUTHORITY

The *Public Service Act* and Regulations, relevant policies, and the relevant terms and conditions of employment will apply. The employee will agree 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.

ATTACHMENTS

Appendix A: Remote Work Application

Appendix B: Remote Work Agreement

Appendix C: Remote Work Health and Safety Self-Assessment Checklist