



Dr. H. Bliss Murphy Cancer Care Foundation Policy Manual

Policy Title: Remote Work Policy

Date Approved: 12/2021

Date for Review: 2024

Approved By: _____ (signature)
Gary Smith, Chair

1. Preamble:

Work-life balance for all employees is important to us at the Dr. H. Bliss Murphy Cancer Care Foundation (the *Foundation*) so we have decided to offer a *Remote Work* arrangement.

The Foundation understands that some employees may benefit from the option to work remotely (working at a location other than the office). Unless mandated by legislation or regulations, remote work is not a universal benefit. Employees must be able to demonstrate how they could fulfill their job duties, within the confines of this policy, in a remote setting. Remote Work will be arranged on a temporary, case by case basis. This policy outlines the approval process, procedures, eligibility, specifications, and expectations for employees working remotely.

2. Policy:

These policies and procedures cover *Remote Work* for Dr. H. Bliss Murphy Cancer Care Foundation (the *Foundation*) employees. The Executive Director is responsible for approving remote work with the understanding that operational requirements must be maintained during regular office hours.

The following policy statements provide guidance as to what *Remote Work* arrangements are considered reasonable, what remote work arrangements will be approved, and what remote work arrangements will not be approved for employees by the Foundation. The goal is to ensure the Foundation's continuity and minimize risk, so all employees are engaged, productive, and successful in any environment.

In addition to adhering to the terms and conditions of the Remote Work Policy, employees must comply with all policies and procedures of the Foundation, including attendance, code of conduct, confidentiality, and data privacy and security.

This policy does not alter or replace the terms of an existing employment contract. Employees who work on Remote Work schedule, must follow all the Foundation's policies, practices, legislation, and regulation (as if the employee is working onsite).



Table of Contents

1. **Preamble:**.....1
2. **Policy:**.....1
3. **Procedures:**.....2
 3.1 Approval Process.....2
 3.2 Eligibility.....3
 3.3 Availability / Hours of Work.....3
 3.4 Payroll.....3
 3.5 Expenses.....4
 3.6 Communication.....4
 3.7 Work Responsibilities & Performance Management.....4
 3.8 Use of the Foundation’s Property & Confidentiality.....4
 3.9 Workspace.....5
 3.10 Health & Safety Requirements.....5
 3.11 Termination of Remote Work Agreement.....6
4 **Amendments:**.....6
5 **Appendix A – Remote Work Agreement:**.....7
6 **Appendix B – Remote Work Application:**.....9

3. Procedures:

The following procedures provide guidance on *Remote Work* approval process, eligibility, availability/hours of work, payroll, communication, expenses, work responsibilities/performance management, use of property and confidentiality, workspace, health & safety, and termination of remote work agreements.

3.1 Approval Process

Permission to work remotely must be pre-approved by the Executive Director and will be reviewed regularly. An employee must submit a **Remote Work Agreement** (only required once per fiscal year) for approval prior to submitting a **Remote Work Application** request re:

- **Step 1: Remote Work Agreement** (Appendix A – only required once per fiscal year. Note – a Remote Work Agreement must be approved prior to submitting a Remote Work Application)

- **Step 2: Remote Work Application** (Appendix B - to be used for one day only or multiple days. Note – a Remote Work Agreement must be approved prior to submitting a Remote Work Application)

The Executive Director is responsible for approving remote work with the understanding that operational requirements must be maintained during regular office hours. These requests should be submitted in writing to the Executive Director in advance and will be either approved or denied and regularly reviewed



at the sole and absolute discretion of the Foundation. If at any time the arrangement no longer meets the Foundation's needs and goals, the Foundation reserves the right to revoke the agreement.

3.2 Eligibility

The following provides guidance as to what *Remote Work* arrangements are considered reasonable, what remote work arrangements will be approved, and what remote work arrangements what will not be approved for employees of the Foundation. The goal is to ensure the Foundation's continuity and minimize risk, so all employees are engaged, productive, and successful in any environment. Taking all this into consideration, the following guidelines are provided:

- We will strive to provide flexibility in accommodating an employee's request to work remotely while balancing the operational requirements of a physical office space that serves the public.
- The onsite office must remain open with a minimum of two employees onsite during regular hours of operation.
- The main office reception desk must be covered during regular hours of operation.
- Requests to work from home to accommodate childcare requirements are excluded from the Remote Work Policy. Employees must submit a leave request for review to use their accumulated leave for childcare requests.
- The employee must provide the Executive Director with a work plan, which adheres to the restrictions of duties able to be performed remotely, that covers the time requested.
- In extraordinary circumstances, remote work arrangements may be negotiated with an employee in consultation with the Board of Directors.

3.3 Availability / Hours of Work

Full-time employees are required to work 37.5 hours per week and attend meetings on site as required. Because of the nature of the Foundation's business, employees are required to be available and expected to work during the Foundation's regular hours of operation. This ensures we can maintain our reputation of excellent service and encourages great collaboration among team members within the Foundation.

The number of hours the employee is expected to work per day or pay period will not change because of participating in a *Remote Work* arrangement.

A *Remote Work* arrangement cannot affect the level of service and performance that is expected. An employee working outside of the office must be available and responsive by phone, email, Zoom, or Microsoft Teams during regular hours of operation, except for a lunch period or other scheduled breaks. Employees must be in attendance when required and available in the office for core meetings within the Foundation, or other office meetings or functions as scheduled. Example: if your remote workday is scheduled for Thursday and there is a meeting that requires your attendance on Thursday, you will be required to be in the office that day of the week.

3.4 Payroll

Employees working remotely must report their hours for all time spent working offsite. 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.



3.5 **Expenses**

The Foundation **will not** reimburse an employee for any additional work-related expenses accrued due to remote work.

3.6 **Communication**

It will be up to all parties to establish guidelines around communication, including how the Remote Work employee will have input, having check ins' and ensuring that everyone has the same opportunity to contribute to an excellent workplace. The success of a *Remote Work* arrangement is a shared responsibility, and it is important that all employees continue to feel connected to the Foundation. Creating and keeping connections with Remote Work employees is essential to the success of the employee, as well as the Foundation as a whole.

Because employees are not next to one another in an office, any remote working employee should err on the side of over-communication. Email, Zoom, Microsoft Teams, phone calls, and other communication channels are available to you. An employee and the Executive Director will likely have their own expectations for communication and response times; be sure you know what those are.

3.7 **Work Responsibilities & Performance Management**

It is an expectation that employees maintain their day-to-day roles and responsibilities while working outside the office. An employee's job description, compensation, benefits, work status and work responsibilities will not change, and the job performance expectations will remain consistent with existing guidelines and practices.

Having a *Remote Work* arrangement should not impact an employee's ability to complete day-to-day functions, which includes communicating with team members, leadership, donors, key stakeholders, and any other third parties as part of the Foundation's normal operations. Employees must keep their manager informed on the progress of assignments and reach out with questions/clarification where required. If an employee is required onsite at the Foundation for a meeting, event, or any other reason, appropriate notice will be given where possible.

3.8 **Use of the Foundation's Property & Confidentiality**

Employees who are working on a *Remote Work* arrangement must ensure to maintain data security and confidentiality to at least the same degree as when working at the Foundation's office. To ensure safety and security is always maintained, a separate space should be used for at home working, where possible. The Foundation's IT equipment has a range of security measures enabled to make home working safer e.g., a **VPN** (Virtual Private Network). Do not use personal devices for storing, accessing, or transmitting personal or sensitive information.

Things you must do when working from home include, but are not limited to, locking a device when not in use, ensuring that data is encrypted in the event of device loss and not disclosing any passwords, PINs, or encryptions keys. It is the responsibility of the employee to safeguard and protect all the Foundation's information that they hold. Employees with a *Remote Work* arrangement must have an understanding of digital risk, use secure working practices, and apply encryption and back-up procedures as appropriate. If



the employee is not confident in this area, they should seek assistance from the Executive Director prior to engaging into a *Remote Work* arrangement.

For security purposes, no work can be done on a public Internet connection, nor can any work be performed on non-Foundation equipment. As well, no other person than the employee is permitted to use any IT equipment provided by the Foundation. This is to ensure the Foundation's data and the data of our stakeholders is kept private.

For protection of information, employees are **not permitted** to take hard copies, privacy sensitive information from the Foundation office to a remote work location. These documents include, but are not limited to:

- i. Mail or mail batches
- ii. Cheques or Cash
- iii. Bank Deposits
- iv. Bank Statements
- v. Documents that contain patient information
- vi. Donation forms
- vii. Printed Donor Lists
- viii. Printed Charitable Tax Receipts

In the event of extraordinary circumstances e.g., pandemic, this will be reviewed by the Executive Director for approval. As well, employees **are not** permitted to print any sensitive information accessed remotely while at home.

3.9 **Workspace**

The employee's offsite work location is considered an extension of the Foundation's office location. As such, the employee must ensure that they have an adequate working area which includes a designated space free from distractions. Work should be performed inside this designated workspace and be kept in a safe condition, free from hazards to both the employee and the Foundation's equipment.

The home workspace should be ergonomically correct, with a comfortable desk and office chair, adequate lighting and properly positioned equipment. It is the responsibility of the employee to ensure your home workspace is correctly set up. If you have any questions or concerns about ergonomics in the office or at home, contact the Executive Director.

3.10 **Health & Safety Requirements**

The Foundation is committed to ensuring that the alternate worksite is safe and ergonomic. Unless ill-advised due to legislation, regulations, or restrictions, the Foundation reserves the right to request an onsite visit to the employee's residential worksite 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 Foundation may refuse or revoke the employee's *Remote Work* arrangement.

Employees working remotely remain covered by workers' compensation for job-related injuries that occur in the course and scope of employment while working remotely. The employee remains liable for injuries to third parties that occur on the employee's premises.



The Foundation is committed to following safe work guidelines and ensuring that employees with a *Remote Work* arrangement are working safely. Employees are reminded to:

- Stretch and move on a regular basis
- Take a regularly scheduled break
- Begin and end each day on a reasonable schedule as it is easy when working from home to not stop and keep working.

3.11 Termination of Remote Work Agreement

Both the Foundation and the employee have the right to terminate a Remote Work agreement at any time. If terminated by the Foundation, appropriate notice will be given to the employee, followed by a discussion as to the reasons why the agreement is ending. At the end of the agreement, employees must return all Foundation property used for working offsite and return to the Foundation's work location. Failure to comply with the above terms and conditions may be cause for disciplinary action and/or termination of your agreement.

We will continue to update this policy based on employee feedback and encourage any questions or comments. We encourage the entire Foundation to consider 2022 as a transitional year for this policy — keep in mind that there are still many variables at play (e.g., vaccinations, variants, and more). This policy will be updated and adapted in the coming months and years as we continue to gather feedback and assess how it impacts the Foundation.

4 Amendments:

The policies and guidelines may be amended at any time by a majority vote of the Board.



5 Appendix A – Remote Work Agreement:

Remote Work Agreement (*only required once per fiscal year. Note – a **Remote Work Agreement** must be approved prior to submitting a **Remote Work Application***)

I, _____ (employee name) is requesting to work remotely from _____ to _____ as per the following:

I acknowledge that this agreement does not alter or replace the terms and conditions of my existing employment contract with the Foundation, and I agree that the Foundation retain the right to provide me with five days written notice if they ever decide in their sole discretion that I should return to in-person work arrangements. I in any event agree that I will continue to comply with all the Foundation's policies, practices, and rules for the duration of this agreement. I understand that if my home address changes or I intend to work outside of Newfoundland and Labrador or Canada during this agreement, I must inform the Foundation in advance, as this has implications for my entitlements under employment standards and my taxes.

Employee Expectations

While working remotely, I will:

- Continue to fulfil the regular duties and responsibilities of my role, as well as work towards meeting my performance goals including the goals of the Foundation.
- Work during my scheduled hours and be available if contacted by the Foundation during these hours.
- Maintain ongoing communication with team members, management, donors, key stakeholders, and other required parties.
- Save all my work in the designated place on the Foundation's server so that it is available to my team members who require access.
- Keep my manager informed of my progress on assignments and reach out for support if needed.

Data Security and Confidentiality

I will only use the resources provided to me by the Foundation to complete my work. I acknowledge that these resources and the content stored on them are property of the Foundation. I will ensure that no one else has access to or uses these resources and that all devices are password-protected and placed into a locked state whenever I leave my work area.

I will only use a privately owned, password-protected Internet connection that does not have a public Wi-Fi connection to access the Foundation's servers and e-mail. I will ensure that all information related to my work for the Foundation, including documents and e-mail in electronic form, is kept confidential from any unauthorized person regardless of whether the information is considered confidential or not. As per the *Remote Work Policy* see *Section 3.8 Use of the Foundation's Property & Confidentiality*, I will not remove any of the listed documents from the Foundation's office and take to my remote work location. In the event of any data security breach or access by any unauthorized person, I will immediately inform the Executive Director. I will not allow any third-party technicians other than those pre-approved by the Foundation to work on, repair, update, or modify any Foundation provided resources in my possession.

Health and Safety

I will establish and maintain a designated workspace that is safe and set up ergonomically. I will follow all health and safety practices and promptly report any work-related injuries or accidents that occur to the Executive Director. I acknowledge that while I am covered by workers' compensation for job-related injuries that may occur, the Foundation is not responsible for any non-work-related injuries that may occur while working remotely.



End of Agreement

I acknowledge that working from home is a privilege and that the Foundation may amend or revoke this agreement in accordance with the terms set out herein. If the agreement is revoked, I will return to the workplace on the date agreed to with Foundation provided resources and resume my regular duties in person. If my employment is terminated while working remotely, I acknowledge that the Foundation may immediately revoke my access to Foundation resources without advance notice. I agree to return all Foundation provided resources to the workplace within 2 business days and recognize that failure to do so may result in legal action.

Acknowledgement and Agreement

I, _____, acknowledge that I have read and understood the *Remote Work Policy* and Agreement of the Foundation and have had the opportunity to seek clarification where required. I agree to adhere to this agreement in its entirety. I also understand that this *Remote Work Policy* is not an employment contract or an employment benefit and may be terminated by the Foundation at any time, for any reason. I understand that if I violate the rules or procedures outlined in this policy, I may face disciplinary action up to and including termination of employment.

EMPLOYEE REQUEST - REMOTE WORK AGREEMENT	
Employee Name	
Employee Signature	
Date Requested	

EXECUTIVE DIRECTOR - RESPONSE		
Executive Director Name		
Executive Director Signature		
Approved	YES	NO
Date		



6 Appendix B – Remote Work Application:

Remote Work Application (to be used for one day only or multiple days. Note – a **Remote Work Agreement** must be approved prior to submitting a **Remote Work Application**)

I, _____ (employee name) is requesting to work remotely as per the following:

REMOTE WORK APPLICATION					
Request Type (circle)	One Day Only		Multiple Days		
Insert Date(s) (input)	Date:		Start Date:		
			End Date:		
Remote Work (circle)	Part-Time		Full-Time		
Day(s) per Week (circle)	Monday	Tuesday	Wednesday	Thursday	Friday
If Remote Work is Part-Time, insert # of hours per day (input)					

EMPLOYEE WORKPLAN
<i>Please outline what your workplan will be during the period of your Remote Work:</i>

EMPLOYEE REQUEST - REMOTE WORK APPLICATION	
Employee Name	
Employee Signature	
Date Requested	

EXECUTIVE DIRECTOR - RESPONSE	
Executive Director Name	
Executive Director Signature	
Approved	YES
Date	NO