

## LETTER OF UNDERSTANDING

### RE: WORKING FROM HOME

(REPLACES EXISTING LETTER OF UNDERSTANDING #13 – TELECOMMUTING)

For the purposes of this Letter of Understanding, “working from home” is defined as performing work from an employee’s residence.

The Collective Agreement applies in all respects except as specifically amended by this letter.

The Parties agree that authority for working from alternate locations by mutual agreement is granted by virtue of Article 20.01.

#### 1. Approval to Work from Home

- a. Subject to the terms of this LOU, an employee may, with the agreement of their manager, work from an employee’s home residence.
- b. No more than 35% of a department will be granted permission to work from home at any one time.
- c. No employee shall work from home more than three (3) days per week pro-rated for part time regular employees (i.e. 3 days on a 5-day work week or 2 days on a 4-day work week).
- d. Working from home is voluntary. Each working from home arrangement will be confirmed in a letter which lays out the details of the arrangement. The letter will contain a start and end date. A copy of the letter will be sent to the union in each instance.
- e. Work from home arrangements may be cancelled at any time by either the employee or their manager by giving two (2) weeks’ notice.

#### 2. Work Schedule

- a. When working from home an employee’s normal weekly work schedule applies.

#### 3. Equipment and Expenses

- a. The Corporation will provide employees with the equipment necessary to work from home and will bear the cost of maintenance of corporate property. Employees will bear the cost of any required internet connection. Employees will be provided a cellular phone for the purposes of making business related calls.

#### 4. Safety

- a. The Corporation will ensure that locations where employees work from home meet applicable safety standards.
- b. Where considered appropriate, the Corporation will provide training to employees working from home concerning safe work practices while working from home.
- c. Employees who work from home must continue to comply with their obligations under the *Workers Compensation Act*, the *Occupational Health and Safety Regulation*, and with any safety policies and procedures that may be instituted by the Corporation to the extent that they are applicable to the working from home arrangement.
- d. The Corporation will ensure that at least one Union appointed member of the Joint Safety Committee will participate in a visit to the employee's place of residence to ensure a working environment which meets applicable safety and information privacy standards. Where a site visit is not practicable, an employee shall provide Employee Health & Wellness photographs or video of their home work location. Employees must implement the recommendations made by the Joint Safety Committee concerning a safe environment.
- e. The Joint Safety Committee shall have the right to inspect the employee's place of residence from time to time to ensure ongoing compliance with the requirements of *Workers Compensation Act*, the *Occupational Health and Safety Regulation*, and with the Corporation's Occupational Health and Safety policies and procedures provided at least forty-eight (48) hours' notice is given.

#### 5. General Administration

- a. Employees working from home are responsible for providing a dedicated work space which is appropriate for working from home.
- b. Employees working from home must manage dependent care and personal responsibilities separately from work, in a way that allows them to meet job requirements. Employees will not be expected to perform work from home while on sick leave. The Corporation will not use working from home as a return to work mechanism.
- c. In the event an employee working from home experiences technical disruption or power outage while performing work, such disruption will be reported to their immediate manager and the employee may be required to temporarily relocate to the nearest ICBC location to continue work, provided the employee can relocate to that location before the end of their scheduled shift. In any event, the employee will be paid for their full shift, including any applicable overtime.
- d. Subject to the terms of this Letter of Understanding, while working from home, employees retain all rights and benefits of the Collective Agreement, including WCB coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change as a result of working from home.
- e. Employees who work from home will be required to adhere to the Corporate Code of Ethics, Corporate Policy Guide, Information Systems Security Policies, Occupational Health and Safety Policies, Freedom of Information Protection and Privacy Act, and any other policies, procedures or directives as provided by management or as required by law.
- f. The Corporation will provide the Union with names of all bargaining unit members who are working from home on a bi-annual basis.

**For the Union**

J. Zygmunt

Date: November 2, 2012

**For the Corporation**

B. Hale

Date: November 2, 2012