



VICTORIA UNIVERSITY
IN THE UNIVERSITY OF TORONTO

[Alternative Work Arrangement Guideline \(pg. 2\)](#)

[AWA Request Form \(pg.10\)](#)
[\(CLICK HERE\)](#)



VICTORIA UNIVERSITY
IN THE UNIVERSITY OF TORONTO

ALTERNATIVE WORK ARRANGEMENTS GUIDELINE

Victoria University holds its sense of community in very high value. We have always fostered a campus where discussions and interactions fuel learning, discovery and collaboration. We encourage everyone to be part of, and contribute to, a vibrant on-site community where we collaborate and build rich relationships.

Guiding Principles

Victoria University's Alternative Work Arrangements Guidelines are supported by three Guiding Principles.

Operationally feasible: Victoria University is committed to supporting operationally feasible, wellness-driven and safe remote work arrangements, in cases where they are possible, while maintaining service excellence for Victoria University as an in-person community.

Consultative: Victoria University is committed to formalizing requests and opportunities for staff to participate in alternative work arrangements (i.e., hybrid-remote work setting) in a consultative and collaborative manner.

Student focused: Victoria University is committed to keeping a student-focused approach at the forefront of decisions pertaining to alternative work arrangements.

Scope

This Guideline applies to staff at Victoria University, recognizing that not all roles may be fully, or in some part, conducive to alternative work arrangements (e.g., in-person teaching and support, in-person student supports, campus operations, etc.)

Victoria is an in-person university. Individual Alternative Work Arrangements are not permanent. They are for a specific term and include a start, review, and end date.

Applicability

For clarity, this Guideline, inclusive of the restrictions noted in *Fundamental Requirements of Alternative Work Arrangements* below, generally pertains to the following employee groups:

- Professional, Managerial & Confidential Staff
- USW Local 1998 Staff

Procedures

Eligible employees who wish to request an alternative work arrangement are required to first have a planning discussion with their manager about the request. The employee and their manager will discuss the type of alternative work arrangement sought, the proposed duration, and any immediate concerns that may arise as a result of entering into such arrangement.

Alternative work arrangements are not a right or entitlement and may not be suitable for all positions or circumstances. Approval of an employee's flexible work arrangement request shall be based on reasons of department efficiency and service effectiveness, and is at the sole discretion of their manager and their College Principal/Library/Unit Head or designate.

If the manager is in agreement regarding the alternative work arrangement, then the employee must complete the *Alternative Work Arrangement Request Form* and *Remote Work Safety Checklist* and meet any reasonable deadline as set by their Unit Head. Once submitted, the Request Form must be signed off by their manager and provided to their College Principal/Library/Unit Head or their designate for approval.

For new employees, an alternative work arrangement may be discussed as part of the hiring process and agreed upon in advance of the start date.

Fundamental Requirements of Alternative Work Arrangements

In order to ensure that Victoria University remains vibrant, collaborative, supports student life and is reflective of the University's standing as an engaging, diverse, inclusive, and accessible academic community, the fundamental requirements of alternative work arrangements are as follows:

- 1) Employees with approved alternative work arrangements are normally required to be on campus for in-person work a minimum of three (3) or four (4) regular work days per week. Scheduling (including alternating calendars) will be determined by managers, in consultation with employees, based on operational feasibility and equity in the unit.
- 2) A request for alternative work arrangement is not a request for accommodation. Requests for accommodation should be made separately and follow established procedures. This Guideline is not intended to remove or supersede the normal course for accommodation requests, or family care needs.
- 3) The duties, tasks, and overall functions of the work, including the environment in which the employee is required to perform the work, must be suitable for the proposed type of work arrangement. This includes, but is not limited to, the following:
 - The individual's duties must be ones that can be performed at the proposed time(s)/location, and independently where the duties require independence.
 - The arrangement must address privacy and confidentiality of information required by the employee in the course of their duties.
 - The individual must be able to maintain productivity and continue to meet performance standards and expectations.
 - The arrangement must be suitable in view of departmental practices.
 - The arrangement must not negatively affect operational productivity and efficiency.
 - The arrangement, in and of itself, must not result in a change to the workload of the employee or their colleagues, or their managers.
 - The arrangement must maintain any workplace accommodations in place for the employee. HR can assist in reviewing accommodation needs or modifying accommodations.
 - Alternative work arrangements, in and of themselves, shall not trigger overtime.
 - The arrangement must not contradict any Collective Agreement provisions, or employment policies, including policies pertaining to specific employee groups.
- 4) The work style of the employee (e.g., level of independence) must be compatible with the alternative work arrangement.
- 5) Individual arrangements are **not permanent**, and include a start, review, and end date. AWAs will be approved by academic term (i.e., fall, winter, summer). Managers will schedule reviews with individual employees within these approval cycles. The purpose of the review is to provide an opportunity for the manager and employee to assess the arrangement on an ongoing basis, communicate about the work and the alternative work arrangement, recognizing that both departmental and individual needs may change over time.
- 6) Flexibility is required. For example, there may be times when a manager requests additional time on campus due either to an unexpected circumstance or a changed situation. The arrangement is not meant as a binding agreement but rather a clear understanding around expectations while maintaining flexibility. Managers should give as much notice as possible if a change is required, recognizing that sometimes, circumstances change at the last minute.
- 7) The arrangement must be reasonable and include elements that will promote success. The employee must have suitable and safe office space in their home or other space under their control in which they will perform the remote work in a safe, confidential and private manner.
- 8) The monthly hours of work and income must remain consistent such that it does not impact the employee's pension and benefit plans provided by the University. However, this is not applicable for those who reduce their Full-Time Equivalent (FTE) on a temporary or ongoing basis.
- 9) All employees with Alternative Work Arrangements must have [Multi-Factor Authentication \(MFA\) enabled on their electronic devices](#), as well as meeting all other technology requirements as discussed further in this Guideline.
- 10) The University will not approve an arrangement where work is performed outside the

Province of Ontario. Employees are expected to retain residency in Ontario, in a location that allows them to attend the University as required by the terms of their employment. Any exceptions to this requirement must be linked to a business imperative and will require approval of the Bursar & CAO.

- 11) The arrangement shall be approved or denied in a manner that is not arbitrary, discriminatory or in bad faith.

This Guideline will be reviewed on August 31, 2023.

Appendix A: Impact of Alternative Work Arrangements on General Terms and Conditions of Employment

If an alternative work arrangement is approved, it constitutes a temporary arrangement that does not change the employee's basic terms and conditions of employment with the University under the applicable Collective Agreement, employment contract, policies, and laws. Unless specified in the **alternative work arrangement**, the arrangement does not impact the employee's employment status, compensation, benefits (including pension) and perquisites, or job duties.

An **alternative work arrangement** of a set length does not constitute a guarantee of continued employment during or beyond that time. The University retains its contractual rights, including the right to assign work, to reorganize the workplace and the work, and/or to terminate employment with or without cause pursuant to the applicable Collective Agreement, employment contract, policies and laws.

Although an alternative work arrangement does not, in and of itself, amend the terms and conditions of an employee's employment, there are various arrangements that need to be made for an **alternative work arrangement** to be successful. Additionally, employees may need to be aware of employment terms and conditions that are more relevant or apply differently to them while working virtually. Employees working within these arrangements should pay particular attention to the following.

Performance of job duties during working hours

Just as the employee is required to do while working on University premises, the employee in an alternative work arrangement is expected to perform work duties in the normal course during agreed upon working hours.

Employees working remotely must arrange hours of work with the approval of their manager such that caregiving obligations (if any) do not interfere with the performance of job duties.

Should childcare, eldercare, care for sick relatives, or other personal obligations arise while working remotely, employees should follow the normal process they would follow if such obligations arose while the employee was working on University premises.

Requesting Vacation, Overtime, Personal Days, etc.

The normal departmental processes apply for seeking approval for overtime, and requesting or reporting, as applicable, vacation, personal days, or other absences. Managers who are uncertain whether a request is compatible with the alternative work arrangement can contact HR for clarification. For clarity, **alternative work arrangements**, in and of themselves, shall not trigger overtime.

Suitable Workspace

Employees working remotely are responsible for providing a suitable alternative workspace (e.g., considering safety, ergonomics, privacy, and confidentiality – See [*Remote Workspace Safety Checklist*](#)). Typically, this will be within their residence (where they are the owner/occupant). Any exception must be approved by the employee's manager. The employee must provide an address and other information as may be reasonably requested by their manager, including a description and photos of their workspace.

The off-site workspace must be regarded as the employee's private workspace during their designated hours of work and respected accordingly. This means that confidentiality and privacy of work products, and University conversations, can be protected at all times. The arrangement is designed for the employee who will work independently away from the office, e.g., in their home. The off-site workspace is not for receiving visitors, holding meetings, receiving supplies, or otherwise conducting duties with others. If the employee working remotely needs to meet with others for any reason in the performance of their duties, arrangements should be made to do so at the University, or virtually using enterprise software (e.g. Microsoft Teams). The University will not be liable for any accidents or loss to third party residents or visitors to the home office.

Equipment and Supplies

For purposes of this Guideline, the term "Equipment" includes but is not limited to any information technology, hardware, software, and viable internet connectivity. A stable and reliable network connection with sufficient bandwidth through home ISP is an important part of ensuring a sufficient workspace. The University will not subsidize the cost of the employee's alternative

workspace, such as computer hardware or internet service at home. A University-issued laptop is required for employees with an approved alternative work arrangement. Laptops and other required equipment will normally be funded by the employee's Unit/Library/College. Staff who are issued a laptop will not normally be provided with a desktop computer.

Specific requirements in terms of equipment (e.g., viable connectivity via internet, VPN, devices), will be set out in the alternative work arrangement. If the University is providing any equipment or supplies, this will also be specified in the alternative work arrangement. Such equipment or supplies are to be used solely for the purposes of the employee's duties for the University, as per the University of Toronto's [Provost's Guidelines on the Appropriate Use of Information and Communication Technology](#). They remain the property of the University, and subject to the employee being required to provide reasonable care and return them at the end of the alternative work arrangement or earlier if requested by the University (as described below under "Return of University Property").

The employee working off-site is responsible for insuring any employee-owned equipment that the employee chooses to use in the performance of their work and for informing their house insurance carrier of their intent to work remotely. The University of Toronto's [Provost's Guidelines on the Appropriate Use of Information and Communication Technology](#) apply to employees working in their designated alternative workspace.

Employees working off-site with University equipment should familiarize themselves with the IT Agreement that is issued when they are assigned their University laptop.

Communications

The employee must be reachable by Microsoft Teams, telephone, text or instant messaging, email or other agreed upon method of contact during the agreed upon hours of work to the extent that they would be available if working on University property.

Reporting obligations

The employee will be advised if required to communicate with their manager (and maintain contact with co-workers) in a different way or with a different level of frequency while working off-site than when working onsite.

The employee is responsible for notifying their manager as soon as possible in the event of equipment or connectivity malfunction. In such cases, it is expected that every reasonable effort be made by the employee to minimize work disruption.

Employees are also reminded that all usual reporting obligations exist during times they are working off-site, including the obligation to report to the supervisor in accordance with normal departmental practices in the event the employee is sick or otherwise unable to work during scheduled working hours (including, for example, attending a medical appointment or other personal obligations).

Attending Work at the University

Employees working off-site may be required to attend work at the University for meetings, conferences, or other types of events as determined by their manager. This may include, but is not limited to, staffing coverage, professional development, team building exercises or necessary workforce planning meetings.

In some cases, a work activity taking place during hours in which the employee would usually work off-site will require the employee's attendance in person. The employee will be given as much advance notice as possible of a work activity requiring the employee to attend in person, however, such prior notification is not a prerequisite of attendance. When this occurs, it may or may not be possible for the employee to work off-site on a different day that week in place of the day of in-person attendance.

While at work on University premises, the University will provide a workspace for the employee as necessary. In some cases, an alternative work arrangement may result in a shared office space. An alternative work arrangement entails flexibility in accessing various workspaces.

Employees working off-site will not be reimbursed for parking, mileage, or travel between their home and the University including on days when they are expected to be working remotely (not on campus) and the employee is required to attend a work activity in person.

Return of University Property

When the alternative work arrangement ends for any reason, or earlier if at any time the manager determines, in its sole discretion, that it is no longer required by the employee, the employee will return any University property that was provided to them for purposes of working off-site. This includes all University-owned equipment and supplies, as well as documents, material, files, etc.

Injury or Accident

The employee working off-site must report any injuries or accidents that occur in the course of their employment to their manager as soon as reasonably possible, but no later than 24 hours after such injury/accident. [The Accident/Critical Incident Form](#) should be used to make such reports. The employee working off-site agrees to facilitate any University investigation into the report, including a virtual or in-person visit to the employee's alternative workspace, at the employer's discretion. Such a visit will be facilitated as soon as reasonably possible after the injury or accident.

Privacy and Confidentiality

At the University, information that is not public must be treated as confidential. The University is subject to various requirements regarding privacy and confidentiality that arise out of legislation and policy. All such requirements must be met by the telecommuting employee in respect of any electronic or hard-copy information or records outside secure University environments including those that they access electronically from off-site.

An employee working off-site must take all reasonable steps to secure and maintain the confidentiality of all University information and documents while they are being transported to and from their off-site workspace, and while in the off-site workspace. Such steps will include protecting such information and documents from being damaged, destroyed, stolen, copied or otherwise accessed by unauthorized individuals. University documents that are to be disposed of or destroyed in the course of the employee's work are to be disposed of or destroyed on site at the University.

There may be some documents that the employee will not be permitted to take out of the departmental office and/or access remotely due to privacy/confidentiality concerns.

If a breach of privacy/confidentiality occurs, the employee must inform their manager as soon as reasonably possible. Managers should consult with Bursar & CAO when notified of a breach.

Breaches of privacy/confidentiality arising during the course of off-site work will be assessed on their individual facts and might result in disciplinary action up to and including the termination of employment.

Employees working off-site should familiarize themselves with the [University of Toronto's Guideline Regarding Security for Personal and Other Confidential Information](#), as well as Victoria University's Privacy Policy.

Responsibility for Loss and Limitation of Liability

An employee working off-site is wholly responsible for any personal injury or accidents involving any other individuals (e.g., residents, visitors), or for any loss or damage to their own personal property and the personal property of such other individuals, in the alternative workspace or the dwelling in which it is located.

The employee shall indemnify and save harmless the University, its governors, officers, employees and agents, from any and all claims and/or any and all liability arising out of the employee performing their duties at an off-site location, except to the extent, if any, that such claims or liability are caused by the negligent act or omission of the University, its governors, officers, other employees or agents. This indemnification does not apply to WSIB claims made by the employee in relation to an accident arising out of and in the course of the employee's employment in accordance with the alternative work arrangement.

Information Security

The employee working off-site is responsible for protecting University data by adhering to the University of Toronto's [Guidelines on the Appropriate Use of Information and Communication Technology](#) as well as the [University of Toronto Information Security Remote Work Guidelines](#). Employees working off-site must comply with all University guidelines to protect University data and the use of computer hardware and software, including, but not limited to:

- Using strong passwords as required for UTORid and other departmental accounts. Do not use the same password for more than one service i.e., the UTORid password must not be used for any other personal service.
- Encryption of data storage on PCs, laptops, mobile devices, USB keys. Learn how to secure your devices and data with these [encryption guides by Information Security and Enterprise Architecture](#).
- Using a University-sanctioned VPN (Virtual Private Network) to securely connect back to University systems.
- Store sensitive documents on Office 365 or local area network storage, not local devices. Sensitive documents temporarily stored on a local device must be copied to an approved location (Office 365 or local area network storage) and deleted after use.
- Devices being used to perform University work must be up-to-date with patches and have current anti-malware software installed and configured.
- University work should be performed on devices running current versions of software.

The employee working off-site must report any data security breaches to their manager and local IT department as soon as reasonably possible. Managers should consult with the ~~Bursar~~CAO (i.e., Victoria University's Freedom of Information and Protection of Privacy (FIPP) Officer) when notified of a breach.

Additional information can be accessed on University of Toronto's [Security Matters](#) webpage.

Please consult with Victoria University's Information Technology Helpdesk (vicu.resnet@utoronto.ca) for more information.



ALTERNATIVE WORK ARRANGEMENT REQUEST FORM

When completing an alternative work arrangement plan, employees may wish to develop the plan prior to meeting with their managers so they can provide a draft plan for discussion, or employees and managers may work together to finalize the details of the work plan. Arrangements should include all of the following key items.

It is important to note that not all roles within the University are conducive to alternative work arrangements.

Employee and Location Information:

Name:

Employee ID:

Manager:

Position:

College/ Dept.

Email:

Remote Work Location and Address:

Phone Number:

Impact and Considerations:

Outline ways in which in-person support will be maintained, any impact to the department operations, and challenges that may arise (for example, communication with co-workers, students and/or customers, participation in meetings, teamwork, responsiveness) and the solutions you propose.

Preferred Work Schedule (full week schedule, all locations):

Day of Week	Start Time	End Time	Location
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

Preferred start date:

Confirmation and Understandings

- I understand that an alternative work arrangement will not consist of working 100% remotely
- I understand that I may be required or asked to be in the office for in-person meetings, conferences, or other types of events as determined by my manager.
- I confirm that I have all of the necessary resources available and know how to use them at my remote location to successfully perform work duties. I have the following at my remote workplace:
 - Laptop computer
 - Software – VPN connectivity and Microsoft Teams
 - Reliable internet access
 - Telephone access (cell phone, video calls, etc.)
 - Multi-factor Authentication (MFA) enabled on my electronic devices
- I confirm that my remote work environment (noise distractions, privacy, etc.) will allow me to meet the requirements of my job duties while working from a remote workplace.
- I agree to stay current on department and work group events and to facilitate communication with students, customers and co-workers who may need to interact with me while working from remote workplace.
 - I agree to keep my manager informed of progress on assignments and any problems encountered while working from the remote workplace.
 - I agree to arrange my time with the approval of my manager to ensure that caregiving obligations (if any) do not interfere with the performance of my job duties.
- I agree that University-owned resources may only be used for University business. I am responsible for ensuring that all items that I bring to my remote work location are properly used.
 - I agree to take reasonable steps to protect University property from theft, damage, or misuse. This includes maintaining data security and record confidentiality to the same standard as when working at the regular University worksite.
 - I agree to report any data security breaches to my manager as soon as reasonably possible.
- I agree that additional costs incurred due to working at a remote workplace will be at my expense, which may include a larger or additional monitor, keyboard, mouse, carry case, internet service, incidental cell phone costs, etc.
- I agree that I am responsible for ensuring that the remote workplace is safe, private, and ergonomically suitable.
- I agree that my remote work environment is not for receiving visitors, holding in-person meetings, receiving supplies or otherwise conducting duties with others and that if I need to meet with others I will make arrangements to do so virtually or at the University.

- I agree that in case of injury, theft, loss or other liability, I must allow agents of the University to investigate and/or inspect my remote work site. The University will provide reasonable notice of inspection and/or investigation.

For all requests: I understand and will abide by the following:

- The decision to approve an alternative work arrangement is based on reasons of departmental efficiency and service effectiveness and is at the discretion of my manager and my College Principal/Library/Unit Head. My manager is not obligated to approve the request.
- Approval and ongoing use of an alternative work arrangement is not a right or requirement. The arrangement is subject to a three (3) month trial period and periodic review (at least twice each year) thereafter. My manager reserves the right to revoke the arrangement if my job performance is adversely affected, the needs of the team/office are not being met, my job description/duties change, or business needs change.
- This alternative work arrangement is not a contract of employment and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment. I remain obligated to comply with all University regulations, policies, and Collective Agreements as applicable.
- Normal processes apply for seeking managerial approval of overtime, vacation, personal days or other absences.
- I am responsible for the loss or damage to my own personal property and the personal property of other individuals in the remote work workplace or the dwelling in which it is located. The University assumes no responsibility for any damage to, wear of, or loss of my personal property.
- Job-related incidents or accidents that occur while working remotely are to be reported immediately to my supervisor. I am required to follow all other University policies and procedures related to reporting a work-related injury/accident. The University does not assume responsibility for injury to any person other than the employee at the remote workplace.

By signing this agreement, I confirm that I have reviewed, understand, and agree to abide by the terms in Victoria University's *Guidelines for Alternative Work Arrangements* and department policy and provisions, which include but are not limited to the topics covered in this agreement.

Employee Signature Date

Manager Signature Date

Term of the Alternative work arrangement: Start Date: _____ ; End Date: _____
 (*to be completed by manager upon signing the form)

Unit Head Signature Date