Flexible Work Arrangements Policy



1. **POLICY**

- A flexible work arrangement **(FWA)** may be requested by an employee based in the following conditions:
- full-time employee with at least **[one (1)]** one year of continuous service with the XYZ Co; and
- an employee whose work performance is at a satisfactory level or higher.
- An **FWA** is made on a case to case basis taking into account such considerations as department functions and needs.
- A request for **FWA** will be decided by the **[General Manager]** whose decision is final and binding in all parties.

2. **PURPOSE**
    - The objectives of XYZ Co. in appropriately managed flexible work arrangements are:

- to recruit and maintain qualified employees and foster an increase in employee productivity and effectiveness; and
- to be sensitive to the needs of employees for home/work balance.

3. **SCOPE**

- The Statement of Policy and Procedure applies to Non-union, Full-time employees with a minimum of **[one (1)]** year of continuous service. [Where appropriate: Flexible Work Arrangements for Union employees are governed by the provisions of the applicable Collective Agreement.]

4. **RESPONSIBILITY**

- The responsibilities of Supervisors are:
- to consult with employees who seek **FWA**;
- to assess the impact of **FWA** on the operation of the department;
- to endeavor to find a suitable arrangement that meets the interests of all parties;
- to recommend approval of a **FWA** prior forwarding to the proposal to the **[General**

Manager] for approval and implementation;
- to ensure that there is proper communication and management of FWA; and
- to keep the employee informed of any problems that arise.
- The responsibilities of Employees are as follows:
- when developing flexible work arrangements, consult with supervisors;
- to consider alternatives and options suggested by Supervisor or others that satisfy both parties;
- in the format required, submit written proposals for flexible work arrangements; and
- to sign a written arrangement with the Terms and Conditions of the **FWA**, if a plan is approved.

5. **DEFINITIONS**
    - **"Flexible work arrangement" (FWA)** means hours of work, work weeks and/or shift starting and quitting times that vary from regular, full-time working hours as specified in the Hours of Work policy (SPP HR 2.06.BC). Flexible work arrangements may include but are not limited to Flex-time, Compressed Work Week and Telecommuting.
    - **"Flex-time"** means working under an approved **FWA** which permits qualified employees to vary shift starting and quitting times, lunch period durations, and daily working hours provided specified regular work days and regular full-time weekly working hours are worked each work week.
    - **"Compressed work week"** means working under an approved **FWA** which permits qualified employees to work regular, full-time working hours in less than **[five (5)]** days per week.
    - **"Telecommuting"** means working under an approved **FWA** which permits qualified employees to perform some or all of their required job duties from a remote location, usually the employee's home

6. **REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE**
    - SPP HR 2.05.BC – Employment Classifications SPP HR 2.06.BC – Hours of Work

SPP HR 3.06.BC – Overtime

SPP HR 6.01.BC – Health and Safety Principles SPP HR 6.02.BC -Accident and Injury Reporting *Employment Standards Act* (British Columbia) *Workers Comoensation Act* (British Columbial

7. **PROCEDURE**
    - **Flexible Work Arrangement Application**

- The procedure for an employee who wishes to request a **FWA** is as follows:
- submit a proposal to their supervisor;
- detail the changes requested;
- specify any equipment or employment obligations that may be affected by the proposal; (The application for Flexible Work Arrangement (**FWA**) shown in ATTACHMENT A is used for this purpose.)
- all employees affected must each submit an application and jointly submit the proposal, if more than one employee is covered by the proposed **FWA**; and
- all employees directly included by the arrangement are required to read and sign a FWA agreement prior to the arrangement taking effect, if the Application and

Proposal are approved.

- Each employee covered by a **FWA** agreement will be required to enter into an Agreement to Averaging Hours of Work Agreement as specified in SPP HR 2.06.B.C – Hours of Work. If a proposed arrangement results in a work period of more than eight (8) hours per day or forty hours per week.
- **[three (3)]** months shall be the minimum period for all **FWA**'s.
- Upon providing **[four (4) weeks]** of written notice an approved **FWA** may be terminated by either party.
    - **Flex-Time Proposal**
- A flex-time proposal will not be considered unless:
- it includes total working time of **[eight (8)]** hours per shift;
- a lunch period at least **[one-half]** hour per shift; and
- attendance at work each shift during a core period of **[10:00 A.M to 2:00 P.M]**
- a compressed work week proposal will not be considered UNLESS:
- it is for a work schedule consisting of **[four ten hours]** shifts for a total of **[forty (40)]** hours each work week; and
- an unpaid lunch period at least **[one-half (½)]** hour after each five-hour work week must be observed each shift.
- The following must be included in Flex-Time or compressed work week proposals:
- how the work schedule affects the operation of the department and the applicant's colleagues and supervisor;
- how the proposal fits with arrangements of other colleagues in the department who use flex-time arrangements;
- any special arrangements that may be required regarding entering and exiting the building, securing or locking up the workplace; and
- Is there any trial period that is suggested for the arrangement?
- Requirement for mechanisms to provide evaluation and feedback on the success and progress of the arrangement.
- **Telecommuting Proposal**
- Unless the applicant provides evidence that the proposed location is zoned for use as a work location and has proper business and liability coverage for use as a work site, a Telecommuting Application will not be considered.
- The following information must be included in a Telecommuting Proposal:
- A description of the applicant's primary job responsibilities and how these responsibilities are conducive to a telecommuting arrangement.
- How those job responsibilities and/or duties which are not conducive to such an arrangement will be handled.
- How the employee and the company will benefit from the proposed telecommuting arrangement.
- How the applicant will deal with any scheduled meetings at the main work site and/or other needs of the central work location.
- A list of equipment, software, and/or communication devices that are required at the proposed location, including any special network hookups, and the estimated cost of providing such equipment and/or special hookups.
- A sketch of the proposed work location.
- How the applicant's hours of work at the remote location will be recorded and reported.
- Any trial period that is suggested for the arrangement.
- Suggested mechanisms for evaluation and feedback on the success of the proposed arrangement
- The applicant must provide and agree to the following:
- give a written acknowledgement that the equipment, software or restricted materials provided by XYZ Co. must be used only in accordance with existing policies and remain the property of the XYZ Co; and
- agree that the approved work site will be subject to periodic safety inspections to be conducted by representatives of the Joint Health and Safety Committee, or,

the Health and Safety Representative.
- Telecommuting employees agree as follows
- to be accessible to the main work location;
- must be reachable during regularly scheduled work hours; and
- to attend meetings, conferences or seminars at the main work location when deemed necessary by management.
- **Flexible Work Agreement**

Terms and conditions which must be signed by approved employees, as follows:

- A starting and ending date for the flexible work arrangement and such dates shall be for a minimum period of [three (3)] months from the start date.
- The details of the arrangement including the hours of work per shift and per work week, work schedules, lunch periods, rest periods, etc.
- The details of compensation-related issues such as wage rate, overtime pay eligibility, employee benefit programs changes, etc.
- An acknowledgement and agreement by the employee that upon receiving **[one week]** of written notice, the arrangement may be suspended for a temporary period not to exceed **[one (1)]** month in the event departmental needs or circumstances require such action.
- An acknowledgement and agreement that XYZ Co will take the employee's Flexible Work Agreement schedule into account when scheduling meetings or distributing workload.
- If the arrangement is a Telecommuting arrangement, a listing of equipment provided by XYZ Co and employee agreement that equipment will be used only for the purposes authorized, properly maintained, and replaced by the employee (at the employee's cost) in the event of theft or loss.
- Employee agreement that any equipment provided by XYZ Co remains the property of XYZ Co and must be returned upon the termination of the FWA or the termination of the employee's employment.
- The terms and conditions under which the agreement may be modified or ended by either party.
- It is the responsibility of the **[General Manager]** to obtain the approvals of the Director, Employment Standards or other legislative authority if the flexible work arrangement so requires prior approval before implementation.
- Exceptions to this policy may be made for the purpose of accommodating an employee who must deal with an extraordinary family matter but subject to the approval of the **[General Manager].**

8. **ATTACHMENTS**

Attachment A – Sample Application for Flexible Work Arrangement