**Flexible Work Arrangements Policy**

**POLICY STATEMENT**

The City of Hamilton supports and encourages flexibility in employee work arrangements and scheduled hours of work whenever it is possible and practical to do so without compromising the efficiency and effectiveness of the Corporation. Approval of flexible work arrangements is subject to operational requirements.

Flexible work arrangements are an employee privilege and not a guarantee or an entitlement. All flexible work arrangements require the approval of an employee’s General Manager or designate.

**PURPOSE**

Flexible work arrangements benefit the organization by:
- Increasing the City’s ability to attract, retain, and encourage high quality, high performing employees;
- Reducing absenteeism;
- Increasing employee engagement;
- Helping employees to reconcile work demands with family issues (children, elder care, personal health, etc.) and other lifestyle pursuits (education, community work, etc.)

**SCOPE**

Where operationally feasible, this policy applies to permanent full-time employees who have successfully passed their probationary period. Permanent, part-time employees who have successfully passed their probationary period may participate in the provisions involving job sharing with a full-time employee.

For return-to-work or work accommodation employees with non-occupational or occupational injuries or illnesses, eligibility for a flexible work arrangement are assessed on a case-by-case basis.

Flexible work arrangements created as part of emergency and business continuity planning are not covered by this policy.

Where applicable, the governing collective agreement addressing flexible work arrangements for unionized employees will prevail.

**DEFINITIONS**

**Compressed Work Arrangement**

A compressed work arrangement is an arrangement where employees work longer hours in exchange for a reduction in the number of working days within a specified work cycle (i.e. on a weekly, biweekly or monthly basis). Depending on the needs of the employee and operation, employees may compress their work hours to take a day off per week, every 2 weeks or every 4 weeks.
### Core Business Hours
Core business hours are between the hours of 10:00 a.m. and 3:00 p.m. This only applies to departments that choose to implement flexible work arrangements; otherwise, the standard business hours apply. Flexible work arrangements require General Manager or designate approval and are subject to departmental operational requirements.

### Flextime
Flextime is a variable work schedule, in contrast to traditional work arrangements requiring employees to work a standard work day e.g. 8:30 am to 4:30 pm. Under flextime, employees can choose when they work, subject to operational requirements and provided that the hours worked include the core business hours and satisfy the required minimum number of hours worked within a pay period. A typical flextime arrangement is altering starting or quitting times, coming in late the morning following an evening meeting.

### Personal Time
Employer paid time for personal emergencies and responsibilities that employee repays by working outside of normal business hours and /or taking half hour lunches. Personal emergency/responsibility time may be used for absences such as the illness of a family member, bereavement not elsewhere covered, personal crisis, parent-teacher interview, etc.

### Job Sharing
An arrangement in which two employees equally share one permanent full-time position resulting in a 50/50 ratio share of hours and responsibilities.

### Reduced Workweek
An arrangement whereby a full-time position is reduced to a less than full time position with a consequent reduction in compensation and benefit entitlement.

### Standard Business Hours
The City’s standard business hours are 8:30 a.m. to 4:30 p.m. Monday to Friday.

### Various
Temporary or ad hoc flexible work arrangements may arise through other unusual circumstances, such as inclement weather as outlined in the Severe Inclement Weather Policy.

### PRINCIPLES
The following principles will guide the implementation of flexible work arrangements:

1. Efficient and effective delivery of services must be assured and is the primary consideration in the scheduling of work.
2. Participation in flexible work arrangements is voluntary and is a privilege. Abuse of the privilege will result in an employer initiated termination of the arrangement, without any prior Notice.

3. Employees who have been subject to any disciplinary actions in the previous 90 work days will not be eligible for consideration of flexible work arrangements.

4. All flexible work arrangements will conform to employment laws (e.g. employment standards provisions related to meal/break times and overtime) and to collective agreements, where applicable.

5. Due to service delivery needs and the type of work involved, flexible work arrangements cannot be implemented for all positions within the City. Further, some departments or divisions may have greater flexibility than other departments to approve certain arrangements. Hence, there will be variation across the City and within departments in the ability to implement flexible work arrangements and a variety of options based on the positions in each department.

6. Flexible work arrangements will be approved only for those employees who have demonstrated, and who continue to demonstrate, satisfactory or effective performance and attendance.

7. Notwithstanding the various options available under this policy, all employees must have established core hours of work.

8. Flexible work arrangements cannot be structured such that the employee earns a higher level of compensation, on a total compensation basis (e.g. salary, benefits, and perquisites) than he or she would have earned had the flexible work arrangement not been implemented.

9. Managers reserve the right to alter, suspend, or discontinue approved flexible work arrangements, for any reason, by providing reasonable notice to the employee. In particular, managers reserve the right to suspend the flexible work arrangements during peak periods of vacation (summer/December), seasonal shutdowns, or during peak workload periods. Employees may also terminate a flexible work arrangement by providing reasonable notice.
TERMS & CONDITIONS

NOTE

General

Reasonable notice is defined as 30 days notice or alternatively, as mutually agreed upon by the employee and the designated manager.

10. All flexible work arrangements are put in place for a maximum term of one year. After one year, the arrangement is reviewed and a decision is made by the manager and employee(s) whether it is operationally feasible to continue with the arrangement for another year and what changes may be required. For Job Shares and Reduced Work Week arrangements, a new agreement needs to be filled out with Human Resources (Benefits), see the corresponding Procedures in Related Documents.

It is understood that a standard work week varies by department, and applicable modifications may need to be made in order to cover these variations.

The following provisions will apply to all flexible work arrangements:

1) All flexible work arrangements must comply with the principles and definitions outlined in this policy.

2) The request must be initiated by the employee in writing, and approved by the employee’s General Manager or designate. The employee’s work team and overall team schedule must be taken into consideration. Approvals or denials of the request must be provided in writing to the applicant employee. If the request is denied, reasons for the denial must be indicated.

3) The employee has the responsibility to determine the impact of the flexible work arrangement on his or her benefits, vacation, pension, and other entitlements.

4) The employer or the employee may terminate the arrangement by providing reasonable written notice. Reasonable notice is defined as 30 days or otherwise as mutually agreed to by the parties.

5) Job descriptions may not be amended as a result of entering into a flexible work arrangement.
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**Work Environment**

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**Compressed Work Arrangement**

1) The employee must take a minimum of 30 minutes for lunch break each day.

2) Break times are not eligible to be used toward the accumulation of daily hours.

3) If an absence occurs for any reason (statutory holiday, vacation, illness, paid leave of absence, etc) within the compressed work week schedule, the compressed work week period must be suspended and restarted in the next compressed workweek period. Banked time will be credited to the next work period or to a time that is mutually convenient to the employee and designated manager.

4) The employee is permitted to bank compressed days off to a maximum of five days. Banked days must be used in the calendar year that they are earned, otherwise, they are forfeited.

**Flextime**

1) The workplace must be covered Monday to Friday during the official corporate business hours of 8:30 a.m. to 4:30 p.m.

2) The employee must take a minimum of 30 minutes for lunch break each day.

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6) Overpayments, if any, will be recovered in accordance with the compensation policy.

7) Bereavement leaves will be granted in accordance with either the Non-Union Bereavement Leave Policy or the applicable collective agreement, as appropriate. Employees are paid only for the regularly scheduled consecutive workdays.

8) Overtime will continue to be paid in accordance with either the Non-Union Compensation Policy or the applicable collective agreement, as appropriate.

9) Unless indicated otherwise in the specific provisions (below), vacation and public holidays will be in accordance with the applicable non-union policy or collective agreement, as appropriate.

10) Permanent full-time employees must remain enrolled in the benefit and pension plans during the term of the flexible work arrangement.
Personal Time

1) Employees may take up to a maximum of five (5) personal days per year to deal with personal emergencies and responsibilities.

2) A request for a personal day (half-day, hour) must be communicated in advance to the employee’s immediate supervisor.

3) Employees who take paid personal emergency time must repay the time taken before year end, by working outside of normal business hours and/or taking half hour lunches.

Job Share

1) The employee interested in sharing their position must secure the approval of his/her General Manager or designated departmental authority to permit the job share arrangement. The General Manager or designate must approve both the job share arrangement and the job share partners.

2) The job share partner who is leaving his/her position must notify his/her General Manager or designate in writing that he/she has accepted a job share position.

3) The participants in the arrangement (“partners”) must be from the same employee group. Non-union employees may not share unionized positions or vice versa.

4) Two employees must equally share one permanent full-time position resulting in a 50/50 ratio share of hours and responsibilities.

5) An employee may participate in only one job share at any given point in time.

6) An employee must be able to perform the duties of the job being shared and must maintain satisfactory or better performance.

7) Participants may not be promoted to work in a job share arrangement. Partners must, therefore, be at the same salary grade, but could be at a different step within the salary grade if applicable. Each partner’s rate will remain unchanged except where an anniversary increase is granted.
8) An employee who is qualified but at a higher salary grade than the incumbent in the position to be shared, must be willing to share the position at the lower salary grade. They will be placed in the closest lower step of the salary grade for the job share position to his/her rate of pay.

9) Where job sharing occurs between a regular full-time employee and a part-time employee, the part-time employee must not work more hours per week than allowed by the Employment Standards Act, 2000, as amended, (“ESA”) or the applicable collective agreement.

10) Each partner must complete the equivalent number of normal annual full-time (or annual part-time) hours for the job share position to be eligible for a merit increase in accordance with the Non-Union Compensation Policy or the applicable collective agreement.

11) The job share arrangement terminates when one of the partners transfers to another position, goes on extended leave, leaves the City’s employ, or is on long-term disability. The position reverts to a full-time position. If the remaining partner’s position is eliminated, the terms of the applicable non-union policy or collective agreement will apply.

12) If a position is left vacant as a result of an employee transferring to a job share arrangement, that position may be posted and filled as a temporary position for a period of one year. If the job share arrangement is extended for a further year, the incumbent in the vacated position may be offered the extension, subject to the terms of the applicable collective agreement, as appropriate.

13) Vacation entitlement will be based on the vacation guidelines specified in the non-union policy or applicable collective agreement. Vacation will be prorated based on the amount of nonpaid time, excluding maternity/parental leaves, accumulated in the previous year and on the reduced work hours during the period of the arrangement. This calculation will be completed at the beginning of the agreement and at the beginning of each subsequent year for as long as the arrangement is in effect.

14) Public holidays will be provided in accordance with the Employment Standards Act.
### Reduced Work Week

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<td>15)</td>
<td>It is the responsibility of the employee participating in a job share arrangement to be aware of the impact of the job share arrangement on their extended health/dental plan, group life insurance coverage, short-term and long-term disability benefits and pension plan. A permanent full-time employee will be required to pay for 50% of the cost of the extended health/dental cost. Coverage under the group insurance plans and the short-term and long-term disability plan will be reduced in accordance with the change in employee hours and pay. Employees classified as other than continuous full-time pay pension contributions and accrue credited service based on the actual earnings received and reduced work hours paid. For a permanent part-time employee who is approved to enter into a job share arrangement, a percentage in lieu of benefits will be paid in accordance with the non-union policy or applicable collective agreement.</td>
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<td>16)</td>
<td>Employees will be paid on wage payroll and timesheets will be completed.</td>
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<td>17)</td>
<td>Job share partners will be paid overtime according to their respective union collective agreement or non-union compensation policy, as appropriate.</td>
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<td>18)</td>
<td>Unionized employees will have their seniority prorated in accordance with provisions in the collective agreement.</td>
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1) The employee must secure the approval of General Manager or designated departmental authority to permit the reduced work week arrangement.

2) An employee must work a minimum of three standard work days per week to continue to be eligible for benefits. It is the responsibility of the employee participating in a reduced workweek arrangement to be aware of the impact of the arrangement on their extended health/dental plans, group life insurance coverage, short-term and long-term disability benefits and pension plan. An employee will be required to pay for a portion of the extended health/dental cost based on the reduced number of hours worked. Coverage under the group life insurance plans and the short-term and long-term disability plans will be prorated in accordance with the change in the employee’s hours and pay. Employees classified as other than continuous full-time pay pension contributions and accrue credited service based on the actual earnings received and reduced work hours paid.
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<td><strong>Supersedes Policy:</strong> Not Applicable</td>
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<td><strong>Approval:</strong> 2009-11-19</td>
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<td>3) The employee must complete the equivalent number of normal annual full-time hours to be eligible for a merit increase or in accordance with the applicable collective agreement.</td>
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<td>5) Unionized employees will have their union seniority prorated in accordance to the provisions in the appropriate collective agreement.</td>
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<td><strong>COMPLIANCE</strong></td>
<td>Abuse of flexible work arrangements will result in immediate termination of the privilege (without Notice) and may result in appropriate disciplinary measures, up to and including dismissal from employment.</td>
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<td><strong>RELATED DOCUMENTS</strong></td>
<td>The following related documents are referenced in this Policy: Job Share Procedures Non-Union Compensation Policies Reduced Work Week Procedures Severe Inclement Weather Policy</td>
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HISTORY

The Corporate Policy Review Group was consulted in the creation of this Policy.

This policy incorporates and replaces the following:
- Personal Day Procedures (approved: August 1, 1996);
- Job Sharing Policy (approved: May 3, 1994);
- Flextime Staggered Hours (approved: May 28, 1987);
- Hours of Work Policy;
- Job Sharing Guidelines (approved: September 18, 1996);
- Short Work Week Guidelines (approved: September 18, 1996)

This policy was approved by Senior Management Team on 2009-11-19.