



Municipality of the County of Kings

Flexible Work Arrangements for Non-Union Employees Policy

Policy Category	Human Resources	Most Recent Amendment	-
First Council Approval	January 4, 2022	Future Review Date	January 2024

1. Purpose

The Municipality of the County of Kings (Municipality) recognizes the benefits to employees through flexible and remote work arrangements. The Municipality embraces flexible opportunities and takes a default position that employees can have some form of flexibility in their work. This Policy provides a framework for establishing flexible and remote work arrangements for non-union employees, provisions for review, amendment, and termination of these arrangements.

2. Scope

This Policy applies to all non-union employees of the Municipality. Unionized employees shall be subject to flexible work provisions of the Collective Agreement.

This Policy is intentional and in addition to occasional or emergency remote work arrangements, such as inclement weather or unforeseen circumstances.

3. Definitions

Supervisor: the individual to whom an employee reports; a Manager or Director, or the Chief Administrative Officer.

4. Policy Statements

Guiding Principles and Considerations

4.1 The following shall guide all flexible work arrangements and be used in evaluating the functionality of such arrangements:

- Fulfilment of the Vision, Mission, and Values of the Strategic Plan, including embracing opportunities to be innovative and adaptive;
- Efficient use of human and other resources, including information technology;
- Productivity;
- Potential impacts, both positive and negative, to services provided to the public and public access to employees;
- Impact on the work flows of other employees;
- Interests of the staff requesting flexible work arrangements;
- Ability of the Employee to follow the same standards of work encountered without a flexible work arrangement, particularly with respect to communication and contact with colleagues and the public;

- Availability of a safe, distraction-free workspace with the amenities needed to complete work; and
- Whether any identified potential detrimental impacts can be reasonably accommodated.

Eligibility for a Flexible Work Arrangement

4.2 To be eligible for a flexible work arrangement, Employees must have:

- successfully completed the probation period for their position and not be subject to any performance management or progressive discipline measures; and
- consistently demonstrated the ability to work independently, self-motivate, manage their workload efficiently, and complete their work on time.

Flexible Work Requests, Agreements, and Review Periods

4.3 Employees may request flexibility related to their working hours and location(s) of work. Flexible work arrangements shall be limited to the conventional work week of Monday to Friday. Flexible working hours shall not commence before 6:00 am nor finish later than 9:00 pm.

No more than three working days per week of work away from the typical work location will be considered per employee.

- 4.4 All flexible work arrangements shall be requested in writing to the Employee's Supervisor. Such requests shall detail the desired flexibility, term of the arrangement, how the employee will adhere to the considerations detailed in Section 4.1, and other conditions as deemed necessary to ensure business and productivity goals are fulfilled.
- 4.5 Subject to the request being deemed complete by the Supervisor, the Supervisor shall respond in writing within 10 working days and specify whether the request is approved in full or in part, or denied. The Supervisor may also propose alternatives to the Employee.
- 4.6 Conflicts arising through development of a flexible work arrangement may be mediated by the Chief Administrative Officer or their designate.
- 4.7 All employees subject to this Policy shall have flexible work arrangements formalized in an Agreement.

The Agreement shall detail the Employee's working schedule and locations, the Agreement's term, any conditions or controls deemed necessary to ensure the principles of this Policy are fulfilled, such as work space set up and expectations regarding how frequently the employee will check in with their Supervisor, among others.

- 4.8 Flexible work arrangements may be approved for a trial period to ensure compliance with this Policy. At the conclusion of the trial period, the Agreement shall be reviewed and may be renewed.
- 4.9 Flexible work Agreements shall be for a term of no less than three months and no more than 12 months. At the end of the term specified in the Agreement, flexible work arrangements may be reviewed for a term of up to 12 months.

- 4.10 Agreements may be terminated by the Employee or their Supervisor by way of written notice. Such notice must be provided no less than 30 calendar days before the termination date.
- 4.11 In the event the Chief Administrative Officer determines, in their discretion, that there have arisen unforeseen circumstances, or an unexpected operational or strategic need, flexible work arrangements may be suspended immediately and indefinitely. In these cases, the Municipality will endeavour to reinstate pre-existing flexible work arrangements as soon as is feasible.
- 4.12 Arrangements shall be reviewed not less than once per year and may be reviewed in conjunction with an employee's performance review.

Flexible work arrangements may be reviewed at any time if requested by either party.

Short-Term Flexible Work Agreements

- 4.13 Short-term flexible work arrangements for less than three months may be mutually agreed to by an Employee and their Supervisor.

Short-term flexible work arrangements shall require an Agreement as specified in 4.7, and will not be subject to the review specified in 4.12.

If the employee wishes for their short-term flexible work arrangement to become longer term, they shall follow the requirements of this Policy.

Administration

- 4.14 The Municipality will provide Employees with the technological resources and software strictly necessary to work outside of the office. Duplicate resources for home and off-site workspaces will not be ordinarily supplied, however exceptions will be evaluated on a case-by-case basis. Decisions on what resources and equipment are available for use outside of the office will be made by the Employee's Supervisor. Employees shall be responsible for providing all other office furniture or equipment required to fulfil the terms of their Flexible Work Agreement.

In cases where equipment is used in both the office and flexible work space, the Employee shall be responsible for the safe transporting and storage of equipment.

Any equipment supplied to the Employee is to be used solely by the Employee for municipal business and must be returned when the flexible work arrangement ends.

- 4.15 Employees shall safeguard any physical files removed from municipal offices as part of their flexible work arrangement. Physical files shall be returned to municipal offices as soon as possible after their removal.
- 4.16 The Municipality shall not be responsible for any costs of flexible work arrangements related to internet, electricity, personal cell phone use, insurance or household expenses.

Employees shall endeavour to use printing facilities and resources at the office of the Municipality. Out-of-office printing costs require prior approval from the Employee's Supervisor and may be approved on a case-by-case basis.

- 4.17 Personal tax implications, if any, related to an Employee working from their home shall be the Employee’s responsibility.
- 4.18 All Employees with flexible work arrangements are subject to applicable health and safety duties.
- 4.19 Employees with flexible work arrangements must continue to abide by all applicable Policies and procedures of the Municipality.
- 4.20 Any Employee approved for a flexible work arrangement will only be eligible for overtime for time worked beyond their regular scheduled hours per day.
- 4.21 Employees with a flexible work arrangement shall be required to report to offices of the Municipality as needed, e.g. to meet with residents, on days they may otherwise be working outside of the office. This may also include, but is not limited to, attending the office for meetings or training.
- 4.22 In an effort to maintain days planned for in-office work, Employees shall endeavour to add additional in-office days to offset scheduled vacation, lieu time, and appointments in place of days they are scheduled to be working outside of the office.

5. Responsibilities

5.1 Council will:

- 5.1.1 ensure the Municipality has a current and comprehensive Policy governing flexible work arrangements for non-union employees; and
- 5.1.2 review and amend this Policy as required.

5.2 The Chief Administrative Officer will:

- 5.2.1 implement and administer this Policy; and
- 5.2.2 identify and propose revisions to this Policy.

6. Amendments

Date	Amendments
N/A	N/A

**Schedule A
Flexible Work Agreement**

This Flexible Work Agreement (the "Agreement") dated this _____ day of _____,
_____.

BETWEEN:

The Municipality of the County of Kings
(the "Employer")

AND

(the "Employee").

This Agreement will remain in effect until _____. At that time, flexible work arrangements will be reviewed, and this Agreement may be renewed.

The agreed upon flexible work arrangements are described as follows:

Schedule: Week 1

Schedule: Week 2

Days	Start Time	End Time	R – Remote O - Office	Days	Start Time	End Time	R – Remote O - Office
Monday				Monday			
Tuesday				Tuesday			
Wednesday				Wednesday			
Thursday				Thursday			
Friday				Friday			

In the event that either the Employer or the Employee desires to terminate this Agreement, a minimum of 30 calendar days' written notice is required. In the event of unforeseen circumstances, or in the event of an unexpected operational or strategic need, flexible work arrangements may be suspended immediately and indefinitely. This Agreement may be reviewed at any time if requested by either party.

This Agreement is subject to the Employee satisfying the following conditions on a continuing basis:

- Demonstrating adherence to the guiding principles and considerations listed in section 4.1 of the Policy;
- The Employee shall perform all job duties at a satisfactory performance level;
- _____

_____.

POLICY

HR-06-022

- _____
_____.

All of the Employee's obligations and responsibilities, and terms and conditions of employment with the Employer remain unchanged, except those specifically changed by this Agreement.

I, _____, acknowledge I have read, understand, and will abide by all terms of the Flexible Work Arrangements for Non-Union Employees Policy.

I have read and understand this Agreement and all its provisions. By signing below, I agree to be bound by its terms and conditions.

Employee Name Employee Signature Date

Supervisor Name Supervisor Signature Date