

Category: Human Resources

Flexible Work Administrative Directive

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1. Background

The framework of a flexible work environment may vary from one operating area to another. People Leaders and employees are asked to consider business continuity, service levels and team dynamics when contemplating a flexible arrangement.

2. Purpose

- 2.1 Flexibility and choice of how, when, and/or where to work enables employees to manage responsibilities in their personal and professional lives, supports work life integration, and overall well-being, all while allowing us to perform and deliver comparable quality and quantity of work.
- 2.2 Fostering and promoting a flexible work environment positively influences employee attraction and retention, creates a more inclusive workplace, and opportunities to enhance service delivery and increase productivity.

This Administrative Directive outlines Flexible Work Arrangements that include:

2.3 Compressed Work Week

An employee may work the same number of hours per week in fewer days, earning a flexible day off (e.g. 35 hours per week in 4 days instead of 5 days).

Options include:

- 5/4 Cycle - work 5 days in 4, taking 1 day off each week.
- 10/9 Cycle - work 10 days in 9, taking 1 day off every two weeks or
- 15/14 Cycle - work 15 days in 14, taking 1 day off every third week

2.4 Flextime

An arrangement where an employee works outside of standard start and end times (e.g. 8:00 am-4:00 pm instead of 8:30 am-4:30 pm).

2.5 Job Sharing

Two employees share the responsibilities of one full-time position. Typically, the employees participating in job sharing will not be at work at the same time.

Job Sharing employees with regularly scheduled work weeks of 24 hours or less, are considered part-time.

3. Application and Scope

- 3.1 This Administrative Directive applies to all non-union employees.
- 3.2 Unionized employees may participate in the program, or aspects of the program, subject to the terms and conditions of the applicable Collective

Agreement, their job responsibilities and in alignment with the respective Non-Union People Leader.

4. Outcomes

- 4.1 This Administrative Directive is intended to provide increased flexibility, thereby supporting employee health and well-being and the diversity and inclusion of our workforce, while also promoting productivity, service delivery and business continuity.

5. Principles

- 5.1 Employee health and well-being – support balance in employees’ personal and professional priorities.
- 5.2 Talent attraction and retention – attract prospective candidates and afford options for existing employees.
- 5.3 Diversity and inclusion – eliminate some potential barriers to employment.
- 5.4 Productivity and service delivery – improve service delivery and productivity by allowing employees to work when or where they are most effective.
- 5.5 Environmental Sustainability – conserve natural resources and energy and reduce green house gas emissions contributing to a Green City.
- 5.6 Financial Sustainability – create cost savings and support business continuity.

6. Policy Statements

- 6.1 Requests and approvals for Flexible Work Arrangements are made using the [Flexible Work Agreement](#). Flexible Work Arrangements (e.g. Flextime + Job Sharing), may be combined, depending on the job, service delivery requirements and business continuity.
- 6.2 In the event of Internal Movement, an active Flexible Work Agreement will be reviewed based on the job requirements of the new position.
- 6.3 Flexible Work Arrangements may be cancelled by the employee or Leader (with reasoning) at any time, with 30 days notice, with the exception of those initiated due to emergency or unforeseen circumstances.
- 6.4 Changes to Flexible Work Arrangements are agreed upon between the employee and their leader.
- 6.5 Flexible Work Arrangements must not result in disruption to service levels increasing in labour or operational costs.

- 6.6 Flexible Work Arrangements are not substitutions for or a part of the workplace accommodation program. Refer to the [Workplace Accommodation Administrative Directive](#) for program details.
- 6.7 Flexible work arrangements will be evaluated every 6 months at a minimum by the People Leader and employee.

7. Emergency or Unforeseen Circumstances

There may be a requirement for employees to work flexibly due to emergency or unforeseen circumstances, or for flexible work agreements to be paused. In the event an employee is unable to attend work due to inclement weather the employee will have the option, subject to the supervisor's approval, of:

- 7.1.1 taking a vacation day.
- 7.1.2 using accumulated lieu time.
- 7.1.3 making up the lost time at a time mutually convenient to the employee and the supervisor within 30 days of the absence.
- 7.1.4 taking an unpaid leave.

Sick pay may not be utilized for this purpose.

8. Performance

- 8.1 The City's Performance Management Program and/or applicable collective bargaining agreement will remain in effect.

9. Exceptions

- 9.1 Circumstances may exist where the provisions of this administrative directive may not apply or may require an alternate course of action. In these circumstances, written approval from the Chief Administrative Officer in consultation with the Director, Human Resources is required prior to any alternate action.

10. Roles and Responsibilities

10.1 People Leaders

- 10.1.1 Promote and support Flexible Work Arrangements, where possible.
- 10.1.2 Ensure business continuity is maintained.
- 10.1.3 Communicate, and agree on with the employee, clear expectations regarding the Flexible Work Arrangement; and

- 10.1.4 Ensure Flexible Work Agreements are documented, evaluated and managed.

10.2 Employees

- 10.2.1 Ensure job responsibilities, work schedule and customer service requirements are met when participating in a Flexible Work Arrangement; and
- 10.2.2 Communicate, and agree on, with the leader, clear expectations regarding the Flexible Work Arrangement.
- 10.2.3 It is the responsibility of the employee to notify his/her supervisor of their inability to attend their scheduled shift. Employees unable to report to work are required to advise their supervisor as soon as they are aware of the intended absence, the reason for the absence, and the probable duration of the absence.

10.3 Human Resources

- 10.3.1 Provide support and guidance to employees and People Leaders in the application of this Administrative Directive.

11. Monitoring and Compliance

- 11.1 The Administrative Directive must be reviewed at least once every three years by Human Resources to ensure its effectiveness and to comply with [governing policy](#).
- 11.2 Flexible Work Arrangements will be evaluated every 6 months at a minimum by the People Leader and employee.
- 11.3 Consequences of non-compliance
 - 11.3.1 Failure to follow this Administrative Directive resulting in unscheduled absence from work without a satisfactory explanation is not acceptable and may result in disciplinary action, up to and including dismissal.

12. Definitions

- 12.1 Compressed Work Week - means an arrangement where an employee works the same number of hours (e.g. 35 or 40 hours per week) in fewer days, earning a flexible day off. Flexible days off must be earned prior to being taken and cannot be accumulated or banked.
- 12.2 Flexible Work Agreement - means an agreement between an employee and The City where the scheduling of hours, number of hours and/or the employee's work location differ from normal. Flexible Work Arrangements

offered by The City include Compressed Work Week, Flextime and Job Sharing.

12.3 Flextime - means an arrangement where employees work their regular daily and weekly hours, outside the position's normal start and end times each day.

12.4 Full-time Employee - means an employee who works 35 or more hours as their regularly scheduled workweek (commonly 35, 40, 42 hours per week).

12.5 Internal Movement - can result from a recruit or other action, such as a promotion, secondment, acting assignment, temporary upgrade, transfer or re-organization. 'Job Sharing' means two employees share the responsibility of one position.

12.6 Part-Time Employee - means an employee who works no more than 24 hours as their regularly scheduled workweek.

12.7 The City - means the City of Brampton.

13. References and Resources

This Administrative Directive should be read and applied in conjunction with the following references and resources as updated from time to time. Please note that some of the following documents may not be publicly available.

13.1 External references

- [Employment Standards Act, 2000](#)

13.2 References to related bylaws, Council policies, and administrative directives

- [Compensation for Additional Hours Policy](#)
- [Salary Administration Policy](#)
- [Workplace Accommodation Administrative Directive](#)
- [Governing Policy for Corporate Policy Program](#)

13.3 References to related corporate-wide procedures, forms, and resources

- [Flexible Work Program Guide](#)
- [Flexible Work Agreement](#)

14. Revision History

Date	Description
2021/10/21	New. Approved by CAO/CLT on October 12, 2021. Replaces Job Sharing Policy 2.9.0 and Alternative Work Arrangement Protocol 2.10.0
2025/11/06	Removed remote work option and made administrative changes.
2029/01/05	Next Scheduled Review