



GraceKennedy Limited Policy Document

Policy	FLEXIBLE WORK ARRANGEMENT POLICY
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1. POLICY STATEMENT

- 1.1 GraceKennedy Limited, its subsidiaries and associated companies (“the Company”) is committed to excellence in service delivery and creating mutually beneficial and enduring employment relationships. In doing so the Company recognizes and facilitates the ability of Employees to effectively execute their job functions while fulfilling their personal needs and responsibilities which include but are not limited to family responsibilities, educational, volunteering and wellness activities.
- 1.2 This Policy is applicable to new and existing Employees of the Company regardless of their length of service.
- 1.3 This Policy may be varied or amended at any time, including but not limited to the inclusion or exclusion of any Employee or group of Employees from the application of this Policy and is an extension of the **Terms of Employment Policy Clause 3.2**. It is for guidance only and consequently does not form part of an Employee’s contract of employment.
- 1.4 ***Flexible Work Arrangements in territories outside of Jamaica will continue to be subject to existing legislation, if any, in the territory in which the Company operates. Where there is any conflict between this Policy and the existing legislation, the existing legislation will be applicable.***

2. ADMINISTRATION OF FLEXIBLE ARRANGEMENTS

It is the responsibility of Management and the Human Resources Department (‘HRD’) to ensure that the Policy is administered in an equitable and consistent manner.

3. GENERAL PROVISIONS- FLEXIBLE WORK ARRANGEMENTS

- 3.1 The types of flexible work arrangements covered by this Policy are:
 - a. Staggered hours;
 - b. Compressed or Extended workweek;
 - c. Telecommuting; and
 - d. Work from home.

- 3.2 The Company may from time to time and at its own discretion initiate a flexible work arrangement or the Employee may apply for a flexible work arrangement pursuant to this Policy.

- 3.3 A flexible work arrangement will not change the requirements for attendance and punctuality or alter the basic understanding regarding the number of hours that the Employee is required to work each week. Overtime for eligible Employees must be agreed in advance and approved in accordance with the Employee's contractual terms and/or the policies and procedures of the Company.

- 3.4 Employees will be required to notify their Supervisor and/or HOD if they are away from their approved flexible work arrangement office location.

- 3.5 Employees must set-up their calendar so it can be accessed electronically by their Supervisor/HOD. The respective Employee's voice mail must also be activated and checked regularly.

- 3.6 The Company may specify how often Employees must attend their office or other designated location and contact their Supervisor, HOD and/or colleagues by calls, email, or any other agreed means of communication.

4. **STAGGERED HOURS**

- 4.1 This is where the Employee works the same hours each day but has an earlier or later start and end time than the Company's usual workday while maintaining the number of days and hours worked each day.

4.2 In assessing an application for Staggered hours consideration should be given to the Company's usual business hours, when most if not all Employees, are required to be at work.

5. **COMPRESSED OR EXTENDED WORKWEEK**

5.1 This is where an Employee's workweek may be spread over four (4) or six (6) days, with not less than four (4) hours nor more than twelve (12) hours being worked on any day.

5.2 A lunch break will be allowed to any Employee who works in excess of four (4) hours during any day, or for any continuous four (4) hour period which crosses over from one day to another.

5.3 Each Employee must have at least one (1) rest day, (not being a public holiday), per week. However, an Employee may be required to work on rest days during emergencies, to meet deadlines and at special times of the year.

6. **TELECOMMUTING**

6.1 This is where the Employee works an entire workday(s) from a location outside of the office and/or the location stated in the Employee's contract of employment and/or the Employee's home.

6.2 The Employee is to inform his Supervisor and/or HOD of the location and address where he is working for the day(s) and any change of location must also be communicated.

7. **WORK FROM HOME**

7.1 This is where the Employee performs part of or all their duties from their own home pursuant to a designated or occasional work from home arrangement.

7.2 Notwithstanding clause 7.1, there may be cases in which the Company will require Employees to generally work from home for a period or periods of time, depending on the needs of the business, in

order to comply with legislation or rules for the time being in force and any circumstances beyond the control of the Company, including natural disasters, riots, epidemics or pandemics. The Company may issue specific guidelines regarding work from home in those circumstances.

7.3 Employees who work from home are not permitted to meet clients at their home office.

7.4 Unless otherwise agreed and subject to any trial period under clause 15, due to the nature of work from home arrangements the terms of an Employee's contract of employment (such as eligibility for allowances), may be varied while a work from home arrangement is in effect.

8. **DESIGNATED WORK FROM HOME**

This is where the Employee spends most of their time working from home but may travel to the office on specified days or for specified activities as determined by the Company from time to time. The Company may provide a one-time grant up to a maximum of USD400 to an Employee to set up a home office where a designated work from home arrangement has been approved for that Employee.

9. **OCCASIONAL WORK FROM HOME**

This is where Employees work from home on an ad hoc basis. The Company may provide a salary advance up to a maximum of USD400, repayable over a period of six (6) months to an Employee to set up a home office where an occasional work from home arrangement has been approved for that Employee.

10. **APPLICATION FOR FLEXIBLE WORK ARRANGEMENTS**

An application for flexible work arrangements must be made in writing using the Application Form set out in **Schedule 1**. An application for work from home must be submitted along with the completed Assessment Form set out in **Schedule 2**. The completed Application Form and Assessment

Form must be submitted to the Employee's Supervisor and/or HOD and the Business Unit Head for approval.

11. ELIGIBILITY FOR FLEXIBLE WORK ARRANGEMENT

11.1 The Company will determine the suitability of a position for a flexible work arrangement on a case by case basis. Not every position in the Company may be eligible for flexible work arrangements. The evaluation of an application for flexible work arrangements will include consideration of the following factors:

- 11.1.1 the nature of the business and customer service needs in terms of days and times at which service delivery must be provided;
- 11.1.2 quality of service delivery and factors external to the business such as availability of transportation, safety and security as they impact on business objectives and the personal needs and well-being of Employees;
- 11.1.3 operational needs of the specific department and the Company along with the impact on the business;
- 11.1.4 ability of a department to maintain appropriate Employee levels during the workday and peak periods of work;
- 11.1.5 impact on other Employees both within the department and those who may work regularly with the department;
- 11.1.6 whether the position has clearly defined work that can be accomplished off-site;
- 11.1.7 whether the Employee's work output/productivity can be measured effectively through offsite supervision;
- 11.1.8 whether the department can continue to meet its standards for service and Employee availability;
- 11.1.9 whether there are effective methods for communicating between the Employee and the Supervisor and/or HOD, colleagues, and clients;
- 11.1.10 the necessity for and frequency of the Employee being on-site to meet with the Supervisor and/or HOD, colleagues, and clients;

- 11.1.11 how the proposed work arrangement under the Policy may affect cross-training initiatives, team-based approaches, and other similar strategies;
 - 11.1.12 expectations for availability during the workday; and
 - 11.1.13 the Employees workload;
- 11.2 The Company will consider whether the Employee possesses certain personal qualities and skills including:
- 11.2.1 self-motivated self-reliant and productive;
 - 11.2.2 able to meet deadlines;
 - 11.2.3 flexible, showing initiative and having good time management skills;
 - 11.2.4 able to cope with reduced social contact and isolation and competing demands from work, family and friends;
 - 11.2.5 ability to perform job functions effectively with minimal or no supervision or Management support;
 - 11.2.6 track record of excellent time-management skills and satisfactory, independent work performance; and
 - 11.2.7 demonstrated ability to manage sensitive information and maintain company confidentiality.
- 11.3 Employees who are subject to a Corrective Action or a Performance Improvement Plan ('PIP') will not normally be eligible for flexible work arrangements even if the position does not require direct supervision or guidance.
- 11.4 The suitability of the Employee's home office and equipment set out in clause 12 will also be considered when determining eligibility for work from home.

12. **SUITABILITY OF WORK FROM HOME OFFICE AND EQUIPMENT**

- 12.1 The Employee must complete a health, safety and insurance self-assessment of their home office and equipment. The Company may also undertake its own health, safety and insurance assessment of the Employee's home office and equipment. The Assessment Form is set out in **Schedule 2**. False declarations on assessment forms will result in disciplinary action.
- 12.2 The Employee must consider their own safety and that of their children or other individuals (dependents) at home.

12.3 To ensure compliance with health and safety policies and procedures, the Company reserves the right to have a designated officer of the Company carry out inspections of an Employee's home office and equipment at a mutually agreed time.

12.4 The location of the Employee's home may also affect the viability of working from home, e.g. if a reliable broadband connection is not available or if the area has frequent power outages.

13. **APPROVALS**

13.1 Flexible working arrangements will be assessed for approval in accordance with the application process set out in clause 10, taking into consideration the eligibility requirements set out in clause 11, the needs of the Employee and the business and any other relevant factors. Any approved flexible working arrangement should benefit both parties. The Company will notify the Employee of its decision regarding an application, in writing.

13.2 Where an Employee's application for a flexible work arrangement is not approved, the Employee may reapply six (6) months from the date of the application.

14. **MODIFICATION SUSPENSION OR TERMINATION OF FLEXIBLE WORK ARRANGEMENT**

14.1 The Company reserves the right to modify, suspend or terminate a flexible work arrangement due to operational emergencies, staffing constraints, lack of proper work from home facilities, Employee's poor performance or for any other reason as determined by the Company from time to time.

14.2 An Employee who wishes to modify, suspend or terminate a flexible working arrangement may submit a request in writing to the Supervisor and/or HOD.

- 14.3 Any modification, suspension or termination will be discussed with the Employee and confirmed in writing by the Supervisor and/or HOD and approved by the Business Unit Head.
- 14.4 An Employee's flexible work arrangement is likely to be suspended if they are placed on a Corrective Action Policy or Performance Improvement Plan.
- 14.5 If a Supervisor and/or HOD has evidence which suggests that an Employee is abusing or not complying with the Policy or the terms of the flexible work arrangement, the Supervisor and/or HOD should discuss the matter with the Employee at the earliest opportunity and reserves the right to suspend the flexible work arrangement with immediate effect so the matter may be investigated. Abuse of and non-compliance with the Policy may result in disciplinary action.
- 14.6 If for any reason the Employee realizes the flexible work arrangement under the Policy is no longer conducive to proper execution of their job function, the Employee is to immediately notify their Supervisor and/or HOD. The Company in conjunction with the Employee will decide the best way forward. This may result in the reinstatement of the Employee's previous, or an alternate working arrangement.
- 14.7 Where an evaluation is conducted pursuant to clause 16 and the result is unsatisfactory, the flexible work arrangement will be terminated and the previous working arrangements, hours or work times selected by the Company will be reinstated.
- 14.8 An Employee will not normally be eligible to reapply for flexible work arrangements under the Policy until a period of up to six (6) months from the date the Employee's request to terminate the flexible work arrangement is approved.

15. **TRIAL PERIOD**

New flexible work arrangements under the Policy will normally be for a three (3) month trial period, during which, the arrangement will be monitored. If at any time during, or at the end of the trial period, the Company considers the flexible work arrangement to be

unsatisfactory or the requirements of the work change such that the work arrangement is no longer appropriate, the Company shall give the Employee up to two (2) months' notice to revert to the previous, or an alternate working arrangement.

16. **EVALUATION OF FLEXIBLE WORK ARRANGEMENT**

16.1 The Company may periodically conduct evaluations to assess the effectiveness of the flexible work arrangement using the Evaluation Form set out in **Schedule 3**.

16.2 The evaluations will take into consideration *inter alia*:

- a. individual productivity;
- b. employer satisfaction; and
- c. employee wellbeing and morale.

17. **SECURITY, DATA PROTECTION & CONFIDENTIALITY**

17.1 Employees remain responsible for ensuring the safety of Company property during the period of a flexible work arrangement and have a duty of care to take all reasonable steps to safeguard equipment from loss or damage. Employees must advise the Company of any changes which may result in the safety of Company property being compromised.

17.2 Company property in the Employee's possession at the commencement of, and during the period of a flexible work arrangement, will be detailed on an inventory list and a copy of the same will be signed by the Employee and the Supervisor and/or HOD.

17.3 Employees shall take the necessary precautions to ensure that the flexible work location and its immediate environs is conducive to the protection of the confidentiality of the Company's information, at all times.

17.4 The Employee's flexible work location must have a suitable space for the secure and confidential storage of Company property. Disposal of documents or other items containing Company's confidential information, must be carried out in a manner that protects the Company's confidential information.

17.5 The Employee shall not transfer or allow access to any Company property, including but not limited to emails, printed documents, flash drives, and disks by any unauthorized person.

17.6 The Employee shall not irretrievably delete any information relating to the business of the Company, its shareholders, directors, clients, suppliers or agents stored on any storage devices and all matter derived from such sources which are in his possession or under his control.

18. **ABSENCE FROM WORK**

Employees' absence from work because of sickness, vacation or for any other reason, during a flexible work arrangement, shall be governed by the Company's Policies and Procedures and/or the Contract of Employment.

19. **POLICY REVIEW**

This Policy shall be reviewed every three (3) years.