

**Policy Name:** Flexible Work Arrangements (FWA)

**Policy Category:** Administrative (Policy Development and Standards)

**Scope of Policy:** The City of Geneva values employee work/life balance and recognizes our diverse work force may, at times, have the needs that require creative approaches to helping employees balance the various demands of work and life. The focus of this policy is to ensure the City meets our commitments to the public we serve while increasing workplace flexibility and coverage to improve morale and productivity among our employees. The City encourages each supervisor to consider non-traditional work arrangements that will enable employees to balance work and life demands while maintaining or enhancing the services to meet and exceed expectations. This policy does not alter, amend, or otherwise supersede any labor agreement, ordinance, Civil Service Rule, State or Federal law. Please refer to the appropriate collective bargaining agreement for specific bargaining unit provisions, if applicable.

**Reference:** City Manager, Resolution No. 67 in 2024

**Modification Dates:** July 2024

**Responsible Department or Office:** City Manager's Office

**General Information:** A flexible work schedule (flexible work hours, compressed work week, or reduced work hours) is one of many alternative work arrangements (AWA) between an employee and their supervisor which can be productive for both partners and the department. A flexible work schedule is voluntary and not always appropriate for all employees, departments, or positions. Flexible work schedules are based on the discretion of the employee's supervisor in conjunction with the Department Head or their designee. All schedule agreements must meet the criteria within this policy. This policy applies to eligible full-time City of Geneva employees in departments and collective bargaining units that opt-in to the FWA Program

**Next Scheduled Review:** July 2029 or sooner if deemed necessary due to a change in practice or operations

**Definitions:**

1. Alternative Work Arrangement (AWA) - Work structures that alter the time and/or place of work is performed on a regular basis. This may include flexibility in the place of work such as working from home or in the scheduling of hours worked, such as flexible work hours or compressed work weeks.
2. Compressed Work Week - (Exempt Employees Only) – A full-time (Thirty-Five (35) or Forty (40) hour) work schedule completed over the course of a week. Only applies to employees who are not eligible for overtime; generally non-union employees. Schedules may be comprised of any combination of hours which ensure a minimum of seventy (70) or eighty (80) hours worked per pay period. Lunch breaks must be at least one half-hour. The compressed work schedule cannot vary from pay period to pay period.
3. Flexible Work Hours - Schedules that begin and end work at non-standard times within set parameters which include core work hours and flexible work hours. For example, an

employee who works 35 hours per week may be able to adjust arrival and departure times that differ from core hours/days, working 7:30 a.m.-3:30p.m. instead of 8:30 a.m.-4:30p.m.

4. Core Hours/Days- Hours or days when all employees of a department are expected to be physically present at their primary on-site work location. These schedules begin and end during the departments core business hours of operation. (e.g. working 8:30 a.m. - 4:30p.m.).
5. Exempt Employee – An employee who does NOT receive overtime compensation after forty (40) hours worked, pursuant to the provisions of the Fair Labor Standards Act (FLSA) and New York State Labor laws, as applicable to public employees. Employees are considered salary and are compensated on a bi-weekly basis.
6. Supervisor – A City of Geneva employee who has direct oversight of another employee's work product and scheduling.
7. Telework – A flexible working arrangement that allows eligible employees the opportunity to work away from their primary on-site work location.
8. VPN – Virtual Private Network; allows employees access to the IT infrastructure remotely.

### **Policy Statement:**

To allow flexibility in the days and/or hours worked while maintaining a high-level of customer service and no adverse effect on City operations.

### **Policy:**

1. Department Heads or their designee reserve the right to implement flexible work schedules for their departments, where appropriate for eligible employees in recognition of the positive business and personal impacts of such arrangements, for reasons including increased workplace flexibility and the possibility of offering a greater number of office hours or department coverage. Summary documentation of such arrangements must be provided to the Department of Human Resources once approved.
2. FWA is not a universal employee benefit; employees do not have a “right” to participate in the program. The City reserves the right to approve or deny an employee’s application or terminate an approved FWA at any time for any reason. Employees who desire to participate in the FWA program must apply and receive approval of their supervisor in conjunction with the Department Head before the FWA can begin or continue. FWA must conform with New York State and Federal laws. It is prohibited for an employee to be forced into such arrangements.
3. Flexible work schedules may be terminated at any time by either the employee or by their Department Head/Designee in accordance with Termination of Arrangement section below.
4. Every request for a flexible work schedule will be evaluated on a case-by-case basis based on the needs of the department worked and of the employee. The employee’s employment

record, inclusive of performance history and disciplinary history in addition to an assessment of the employee's job functions shall be reviewed by the supervisor to determine if the employee can be placed on an FWA.

5. Duties, obligations, and responsibilities of an employee are the same with a flexible work schedule as when working a traditional work schedule. These arrangements do not change the basic terms and conditions of the employee's employment.
6. Employees engaged in a flexible work schedule will continue to accrue applicable fringe benefits (vacation, personal, sick, holiday, disability) at the same rate as an employee who is not engaged in a flexible schedule arrangement. An employee's salary, retirement, benefits, development, and training opportunities will remain as if they were working without special arrangements.
7. Routine reviews, at least annually, to evaluate the ~~successfulness~~ of flexible work schedules and employee work performance evaluations shall be completed by Department Heads or their designee as required to ensure such schedule arrangements continue to be productive and meet the current needs of the department. Department Heads or their designee retain discretion to modify or terminate these arrangements should they prove counterproductive.
8. There shall be no additional pay or additional funding provided for accommodations of telework locations for working flexible work schedules as opposed to working a traditional work schedule.
9. This policy applies to requests for work schedule requests of two (2) weeks or more. Short-term requests within departments shall be handled on a case-by-case basis by supervisors in conjunction with department head approval.
10. This policy is not meant to cover situations in which an individual is seeking reasonable accommodation(s). In such a case, the employee is to submit the proper requests when seeking reasonable accommodation(s).

### **Procedure:**

1. Eligibility:
  - a. Eligibility, as defined through this policy, shall not be interpreted as an approval of the employee's application. No employee is entitled to, or guaranteed the opportunity to have a FWA. Consideration is based on a combination of job characteristics and contingent on satisfactory employee performance.
  - b. An employee must currently be performing at an overall satisfactory level or above in their current position.
  - c. Employees who have received formal disciplinary action within twelve (12) months (one (1) year) from the proposed flexible schedule arrangement start date are ineligible.
  - d. An employee's department and an employee's position allow for a portion of daily tasks to be performed successfully out of normal business hours without an adverse effect on department operations, duties, and/or responsibilities.
  - e. Employees must meet characteristic standards which include a demonstrated conscientiousness about work time and productivity, self-motivation, self-discipline,

and communicate effectively with supervisors, co-workers, support staff, customers, and/or clients.

- f. Flexible work schedules are non-transferrable to other employees, positions, or departments. Employees who experience a job change (i.e. promotion, demotion, transfer, department change) must re-submit their request to their new supervisor for review and approval. Previous approved flexible work arrangements do not guarantee new requests will be granted.
- g. Employees are encouraged to submit their application at least 30 days prior to the start date of the FWA to minimize disruption and allow time for departmental review.

2. Requesting Arrangements
  - a. Employees wishing to request a flexible work arrangement shall submit a Request for a Flexible Work Arrangement (Appendix A) form to their Department Head/Designee.
  - b. After the Request for a Flexible Work Arrangement form has been submitted, the Department Head/Designee will review the request and make a determination of approval or denial and communicate to the employee.
  - c. Department Heads or their designee may also ask for employees to volunteer to work a flexible work schedule if the Department Head believes there is a need and the department would benefit from such arrangements. It is prohibited for an employee to be forced into such arrangements.
3. Approval of Arrangements
  - a. Approval for employee requests must be provided in writing within ten (10) business days of receiving the request.
  - b. Employees shall work with the approving Department Head/Designee to formulate an agreement and complete the following:
    - i. Flexible Work Agreement (Appendix B), to include:
      1. Start date and if applicable, end date of agreement
      2. The days/hours the employee will be on work status
      3. Designated times for break and meal periods
      4. Work performance evaluation schedule
      5. Other terms that are deemed appropriate by the Department Head/Designee
      6. Employee signature
      7. Department Head or designee signature
  - c. An employee's collective bargaining agreement should be reviewed for specific provisions regarding work schedules, if applicable, prior to approval.
4. Denial of Arrangements
  - a. In the event the request is denied, written notice will be provided to the requesting employee, which is to include the reason for the determination. A request may be denied for any business reason, as determined in the sole discretion of the City.
  - b. An employee who feels their request was inappropriately denied may submit an appeal to the City Manager who will consult with the Department Head and review

the decision. After such review, the City Manager will make a final decision whether to approve or deny the request.

## 5. Implementation

- a. Once a flexible work schedule has been agreed upon, implementation of the arrangements should commence within thirty (30) calendar days of the signed agreement.
- b. Any changes to the written Flexible Work Schedule Agreement must be mutually agreed upon, documented in writing, and signed by the employee and applicable Department Head or their designee. Periodic adjustments to arrangements may be necessary to achieve an optimal schedule which suits the needs of the employee, the department, and the City.
- c. Flexible schedule arrangements must be reviewed, and work performance evaluations must be completed on a monthly basis during the initial three (3) months of the flexible work schedule arrangement. Written reviews and evaluations will then occur, at minimum, once per calendar year for the duration of the arrangement. More frequent evaluation schedules are at the discretion of the Department Head or designee.

## 6. Termination of Arrangement

- a. Flexible work schedule arrangements may be modified, adjusted, suspended, or terminated by the Department Head/Designee or at the request of the employee by providing a written notice a minimum of ten (10) business prior to the change.
- b. Participation in a flexible work schedule arrangement may be terminated when the employee no longer meets the eligibility criteria. Reasons for termination may include, but are not limited to the following:
  - i. Performance falls below the satisfactory level
  - ii. Service is adversely affected
  - iii. Conduct or other performance concerns
  - iv. Business needs dictate a need for termination
  - v. Other requirements of the flexible work schedule arrangement are not fulfilled
  - vi. Other reasons at the discretion of the Department Head.

## 7. Responsibilities:

- a. Employees shall:
  - i. Initiate a written request to their Department Head or designee if they are interested in a flexible work schedule.
  - ii. Ensure that a high level of public service and work production is maintained, and abuses of this policy do not occur, including but not limited to maintaining accurate time records to support and substantiate work hours in accordance with normal City and/or department procedures.
  - iii. Non-exempt employees on a FWA are not entitled to daily overtime unless advance authorization for any hours worked outside of or beyond their normal work schedule is received. Failure to comply with this requirement can result in the immediate termination of the flexible work schedule. This includes

obtaining authorization for overtime in accordance with the City's policies governing overtime.

- iv. Notify their immediate Supervisor if unable to work on a scheduled day, according to normal established departmental procedures for requesting time off.
- v. Recognize that they may be required to work outside of their agreed upon flexible schedule at times to attend important meetings, participate in training sessions, or due to increased department needs per the request of their Department Head or designee. The operational needs of the City take precedence over flexible work arrangements.
- vi. Failure to meet employee responsibilities may be cause for termination of the arrangement or for disciplinary action up to and including termination of employment, in accordance with relevant provisions of the NYS Civil Service Law and/or applicable collective bargaining agreements.

b. Department Heads or their designees shall:

- i. Assess the impact of flexible work schedules on the functions of the department and consider work schedules or patterns that would maintain or enhance service quality.
- ii. Ensure that a high level of work production is maintained, and that abuses of this policy do not occur.
- iii. Review, approve, and/or deny employee requests for a flexible work schedule within ten (10) business days of receiving the request. A written notice granting or denying the request must be provided to the requesting employee and the Department of Human Resources, which shall include the reason for the determination.
- iv. Provide written notice for termination of agreements to employees within ten (10) business days, where practical.
- v. Communicate to the employee performance expectations and monitor accomplishment of those expectations through work performance evaluations as required.
- vi. Attempt to give reasonable notice when special meetings, trainings, or a different work schedule are necessary. A minimum of 24-hour notice is recommended but not required.
- vii. Ensure that an employee's flexible work schedule does not burden their department, other City departments or City staff.
- viii. Maintain an official record of all flexible work schedules and provide copies such records to the Department of Human Resources. These records shall include the following:
  1. Requests for a Flexible Work Schedules
  2. Flexible Work Schedule Agreement
  3. Formal written evaluations

## 8. Flexible Work Arrangements – Workers Compensation

- a. Employees will be covered by worker's compensation for all job-related injuries occurring during their defined work period. In the event of a job-related incident, accident, or injury during telework hours and only at the approved telework location(s), the employee shall report the incident to their supervisor as soon as possible and follow established procedures to report and investigate workplace incidents, accidents, or injuries. All injuries will be investigated on a case-by-case basis.
- b. Worker's compensation shall not apply to non-job-related injuries that occur while teleworking or for non-job-related injuries that are sustained during working hours for unauthorized tasks. The City of Geneva will not be responsible for injuries to third parties or members of the employee's family that occur on the employee's premises or third-party work location. It is the employee's responsibility to maintain a safe work environment.

## **9. Flexible Work Arrangement– Safety and Equipment**

9.1 The employee must acknowledge on the FWA Application their space complies with all prescribed requirements, if any. If a job-related accident or injury occurs, then a mandatory home safety inspection will be conducted as soon as possible. The City will provide routine maintenance and repairs only for City equipment if the equipment is returned to the assigned work location.

9.2 The City will not support, maintain, or repair an employee's own equipment. The City will not pay for, or reimburse the employee for any communications charges including but not limited to, local or long-distance telephone calls/service, internet service, cell phone charges, etc.

9.3 Employees who telework may use City supplied office supplies such as pens, pencils, stationary, envelopes, etc. only for authorized work purposes. Necessary supplies should be obtained through the normal procurement process.

9.4 All equipment and supplies must be immediately returned to the City upon conclusion of the telework arrangement, or when the equipment is no longer needed to perform the work.

### **Approval Date:**

### Appendix A: Request for Flexible Work Arrangement

Employees wishing to request a flexible work arrangement must complete this form and present the document to their Department Heads/Supervisor for review. Completion of this form does not guarantee that a flexible work schedule arrangement will be approved. This form shall be returned to Human Resources within ten days after being signed by both parties.

Employee Name: \_\_\_\_\_ Phone (Home/Work) \_\_\_\_\_

Department: \_\_\_\_\_ Position Title: \_\_\_\_\_

Department Head/ \_\_\_\_\_ Date of Request \_\_\_\_\_

Supervisor: \_\_\_\_\_

Please state your reason for the need of a flexible work schedule.

Please describe how you will meet your job responsibilities during your proposed flexible work schedule.

Type of Flexible Work Schedule Requested (Circle One):

Flexible Work Hours

Compressed Work Week

Proposed Start Date: \_\_\_\_\_

Proposed Flexible Work Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Meal Period							

Must include at least 30-minute meal period for every six hours worked.

**Employee:**

I have discussed the request for a flexible work schedule with my supervisor and understand that this request does not constitute a formal agreement or guarantee that I will be approved for a

flexible schedule. I have read the City Policy: Flexible Work Schedules and understand that flexible schedules are not an entitlement and that it may not be appropriate for every employee, department, and/or position.

Employee Signature:

Date:

**Department Head/Supervisor:**

I have discussed the option of flexible work schedule with the above-named employee. Based upon the review of the position/job responsibilities, performance in the current position, and needs of the department, I have determined that the employee:

- Is eligible
- Is ineligible

Employee Signature:

Date:

Department Head/Supervisor:

Date:

Received by Human Resources:

Date:

## Appendix B: Flexible Work Schedule Agreement

Employee Name: \_\_\_\_\_ Phone (Home/Work) \_\_\_\_\_

Department: \_\_\_\_\_ Position Title: \_\_\_\_\_

Department Head/  
Supervisor: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

A flexible work schedule arrangement is hereby established between the City of Geneva and the above-mentioned employee. The purpose of this agreement is to clarify the terms and conditions under which the employee will be allowed to participate in this work arrangement as described below.

Type of Flexible Work Schedule Requested (Circle One):

 Flexible Work Hours Compressed Work Week

Proposed Start Date: \_\_\_\_\_

## Flexible Work Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Meal Period							

Must include at least 30-minute meal period for every six hours worked.

Work Performance Evaluation Schedule:

It is expressly understood and agreed that this work arrangement does not create or define the terms of any contract of employment, whether expressed or implied.

**Terms of Arrangement:** This flexible schedule arrangement shall be evaluated on a monthly basis during the initial three (3) months of the arrangement. Written reviews and evaluations will

then occur, at minimum once every six (6) months. The employee understand that this is a voluntary arrangement and can be terminated at any time by either party.

**This agreement is subject to the employee satisfying the following conditions on a continuing basis:**

- Employee obligations, duties, responsibilities, and terms and condition of employment are unchanged.
- The employee shall perform all job duties at a satisfactory performance level or above.
- The employee must comply with all City and departmental policies and procedures.
- The employee will abide by the Flexible Work Schedules policy and all provision within that policy.
- The employee will maintain the agreed-upon work schedule.
- The employee will participate in routine work performance evaluations as required.
- Any non-compliance with these terms by the employee may result in the modification or termination of the arrangement at any time.

**Hours of Work and Compensation:** The employee agrees to be responsible for maintaining the agreed upon hours of work and is required to keep a detailed record of hours worked (as well as verification as applicable) and to enter hours worked into the City timekeeping systems.

Employee pay rates and accrual of leave time benefits remain unchanged and in accordance with the terms of this agreement the employee will be compensated for all hour during which work is performed. Employee must get advance authorization for any hours worked outside of or beyond their normal work schedule. Employees are required to take rest and meal breaks per NYS Labor Laws and must follow applicable collective bargaining agreements.

**Agreement Acknowledgement:** I have read and understand this agreement and all its provisions. Furthermore, I have read and understand *City of Geneva Flexible Work Arrangement Policy*. By signing below, I agree to be bound by all terms and conditions with this agreement and City policy. I understand it is my responsibility to make the flexible work schedule a success. And that failure to adhere to the provisions set forth may have adverse effects on my employment, and may result in disciplinary action, including but not limited to immediate termination of the opportunity to participate in the flexible work schedule arrangement.

Employee Signature:

Date:

Department Head/Supervisor:

Date:

Received by Human Resources:

Date: