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	City of Wyoming Flexible Workplace Policy	

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These Guidelines are designed to help employees and their direct supervisors understand their obligations and City of Wyoming's responsibilities for participants in a flexible workplace arrangement.

Definition of a Flexible Workplace

A flexible workplace is an environment that does not fit the traditional workplace model. This type of workplace allows the opportunity to change when, where and how a person will work, in order to better meet business and individual needs. Flexibility should be mutually beneficial to both the department and the employee, resulting in improved outcomes/productivity.

A flexible workplace can be further defined by the following characteristics:

- Primary function is to meet department needs while accomplishing its vision, mission and strategic goals. These needs and goals are identified at the employee level through job performance standards. These performance standards then govern flexibility options.
- It is important to note that the employee must still work their total scheduled hours.
- Rotating staff schedule may be used (per unit/division) to maintain coverage during core business hours and meet the needs of both internal and external customers.

Terms and Conditions

1. Employee completes the Employee Flexible Workplace Agreement.
2. The direct supervisor will review each request. If the supervisor accepts the arrangement and determines that the job performance standards can be met, the employee and direct supervisor shall sign the Employee Flexible Workplace Agreement before participation begins, attesting that the employee and supervisor have received and reviewed these guidelines and agree on the terms.
3. If the direct supervisor has reason to deny an employee's request for a flexible workplace arrangement
4. Approval of each request should be based on the job performance standards and costs/benefits to the department/division. At minimum, a flexible workplace arrangement must be cost neutral.
5. The approved Employee Flexible Workplace Agreement and a copy of any supporting documents should be retained by the supervisor and/or any other departmental filing procedures.
6. Once a Flexible Workplace Agreement has been approved and signed, it is now considered an agreement between the employee and department via the supervisor. A flexible workplace arrangement is neither a benefit nor a right and may be discontinued at the discretion of the department, or when it is determined no longer viable.
7. If circumstances change and a flexible workplace arrangement is no longer a viable option for the employer/employee, Flexible workplace employees or Department should give at least 5 days' notice of their intent and their reason to discontinue, unless a shorter time period is agreed to or needed. This 5days' notice is to ensure continuity of work and meet space requirements.

8. Each flexible workplace employee arrangement will be reviewed on a regular basis, but at least annually to determine if job performance standards continue to be met. If not, the supervisor may terminate the arrangement. If appropriate, attempts to correct the situation may be made before the arrangement is terminated.
9. A flexible workplace arrangement does not change the basic terms and conditions of employment. The employee's salary, benefits and work status will not change.
10. Flexible workplace employees who work offsite will manage all personal responsibilities in a way that allows them to successfully meet job performance standards.
11. Flexible workplace employees may not receive any advantage or disadvantage for purposes of position upgrade or promotion because of the arrangement.
12. Each department should decide how they will handle leave status or hours-worked issues relating to weather emergencies and other extenuating circumstances that impact the flexible workplace employee's safety and ability to work, whether scheduled to work at an alternate site or in a city-owned work site.
13. Flexible workplace employees must conform to all City of Wyoming policies, and in particular to those relating to time off for, vacation, sick leave, etc. as well as the use of city equipment, data privacy, computer security issues, mileage and parking reimbursement.

Equipment/Supplies If Applicable

City of Wyoming-owned equipment may be provided to the flexible workplace employee. Equipment, software and other supplies provided by the City remain the property of the City and are subject to the same business use restrictions as if located at the employee's primary work site. For additional information, consult the city's computer use policy.

Offsite Workspace

If a flexible workplace arrangement includes working offsite, the following apply:

1. Flexible workplace employees who work at home agree to provide a safe workspace.
2. Any tax implications related to the alternate workspace are the responsibility of the employee.

Inventory

The description and asset number of any City of Wyoming equipment in the flexible workplace employee's possession will be recorded and tracked by each department.

Liability

1. Flexible workplace employees may not conduct any client/customer/employee meetings in their homes. Doing so will be cause for discontinuing the flexible workplace arrangement.
2. City of Wyoming shall have no liability to third parties for injuries or property damage occurring at the employee's home. Flexible workplace employees remain responsible for such injuries and damages and should consult with their Homeowner's or Renter's insurance agent to protect themselves.
3. Flexible workplace employees are responsible for notifying their supervisor immediately in the event of any damage to or loss of city property and,
4. Flexible workplace employees may not take work home that includes customer checks or cash due to inherent problems relating to delayed deposit, accountability, and increased risk. However, flexible workplace employees may key cash receipts from receipt or remittance forms provided that checks and cash are not transported offsite. Departments may specify information and/or documents that may not be removed from the worksite.

Data Privacy/Security

The employee's status as a flexible workplace employee does not change the legal requirements for data privacy and security.

1. Flexible workplace employees will take all necessary precautions to secure and prevent unauthorized access to all data used in the performance of their work responsibilities and agree to follow all pertinent policies, laws, and rules regarding data privacy.
2. Documents, reports, data or software products created as a result of work related activities are the property of the City and are subject to city policies and state law.
3. Handling and disposal of documents, reports, and data, will be in accordance with state and federal law and City of Wyoming policy.

Employee Flexible Workplace Agreement

Employee Name: _____

Non-exempt _____ Exempt _____

Requested Arrangement (schedule, location, etc.) below or attached:

The employee agrees that:

1. Any additional hours that involve overtime or pay differentials must be preapproved by the supervisor.
2. All obligations, responsibilities, terms and conditions of employment with the City remain unchanged.
3. The supervisor/department reserves the right to modify or suspend immediately this Agreement in case of unanticipated circumstances, employee performance or operational needs.

I have read, understand, and agree to adhere to the Flexible Workplace Policy and the approved agreement for the flexible workplace arrangement. I have discussed with my supervisor the terms and conditions of employment, scheduling days and hours of work, communications, employee/supervisory responsibility for job performance standards and monitoring work, the use of City of Wyoming equipment, and data privacy. I understand that flexible workplace arrangements may be terminated by either the employer or employee as provided in the Guidelines.

Employee Signature

Date

Supervisor Signature

Date

Manager Signature (If applicable)

Date

Note: Employee and Supervisor each keep a copy of this agreement.