

Jefferson County

Employee Administrative Rules & Regulations



Flexitime

Rule Number: 5.1.29

Date Established:

Date of Last Revision:

Date of Current Revision: 5/22/2018

1.0 PURPOSE

The purpose of this Rule is to define the program for flexitime. There are significant economic, personal, and production benefits to exercising flexitime. The key to successful alternative work arrangements is the flexibility to tailor the arrangement to the particular needs of the organization. There are many types of alternative work arrangements. In considering which alternative work schedules to offer employees, Jefferson County Commission (hereinafter referred to as “the County”) will consider the alternative work arrangement's practicality, fairness, and flexibility within the organization. It does not attempt to address the special conditions and needs of all employees, nor is it intended to interfere with existing schedules driven by service, operation and/or responsibilities, which can vary daily. Flexitime may not be used by all departments. Some departments may opt to use adjusted shifts.

2.0 DEFINITIONS

These definitions apply to these terms as they are used in this Rule:

- **Core Operating Hours:** Each department may establish operating hours according to the operating needs of the County during which all full-time employees are expected to work a minimum of forty (40) hours in a workweek. Core hours, which are a subset of operating hours, are the time period during which all employees will normally be expected to be present. During this time, all offices are to be open for business, unless administratively and/or programmatically unfeasible. All departments are to be adequately staffed to transact business during these hours and to provide the necessary and appropriate services. An employee's flexible schedule will always include the core hours to facilitate the scheduling of County business.
- **Eligible Employees:** An employee, in an eligible position, who has been identified by the employee's supervisor as satisfactorily meeting performance standards, terms, and conditions of employment of their position. The employee shall have no active formal disciplinary actions within the last six (6) months.
- **Eligible Positions:** A position having measurable quantitative or qualitative results-oriented standards of performance that is structured to be performed during a work period that may vary from the core work hours established for a department. The eligibility of a position for flexitime may change depending on circumstances.

- **Flexitime:** A work period that may vary from the core work hours established for a department, division, or unit. Work schedule will include the core hours established by the department, with the start and end times varying to ensure a forty (40) hour work week. Sample options for flexitime, assuming the core hours are 9:00 a.m. to 4:00 p.m., may include:

Flexible Work Hours – Monday - Friday

- 7:00 a.m. to 4:00 p.m. with one (1) hour for lunch
- 7:30 a.m. to 4:00 p.m. with thirty (30) minutes for lunch
- 8:00 a.m. to 4:30 p.m. with thirty (30) minutes for lunch
- 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch.

Compressed Work Week

Four (4) ten (10) hour days with one (1) day off

Monday – Thursday from 7:00 a.m. to 6:00 p.m. with one (1) hour for lunch and Fridays off

Tuesday – Friday from 7:00 a.m. to 6:00 p.m. with one (1) hour for lunch and Mondays off

Four (4) nine (9) hour days + one (1) four (4)-hour day

Monday – Thursday from 7:00 a.m. to 5:00 p.m. with one (1) hour for lunch and Fridays 8:00 a.m. to 12:00 p.m.

Four (4) nine (9) hour days + one (1) eight (8)-hour day every other week with one day off every other week off

Week 1 and 3: Every other Monday from 8:00 a.m. to 5:00 p.m. with one (1) hour lunch, Tuesday – Friday from 8:00 a.m. to 6:00 p.m. with one (1) hour for lunch

Week 2 and 4: Every other Monday off, Tuesday – Friday from 8:00 a.m. to 6:00 p.m. with one (1) hour for lunch

- **Flexitime Agreement:** The flexitime agreement documents the mandatory policies in effect and the results of any other agreements between the supervisor and the flexitime worker. The agreement must be signed by both parties prior to the start of flexitime, agreeing that both parties will abide by the terms and conditions of flexitime. The agreement must be reviewed and renewed at least annually to ensure that the guidelines for participating in the program indicate continued eligibility and are well understood. A supervisor may elect to revise the agreement when a need arises. In addition, the flexitime agreement should be reviewed and revised if necessary when there is a change in supervisor, job responsibilities, or change in work circumstances or performance. The agreement must have a place where the employee acknowledges that he or she has read and agreed to the terms of the Rule and items listed in the agreement. Any employee who is approved for flexitime must sign a Flexitime Agreement.

3.0 **RULE**

The County supports flexitime as a viable option for employees in some situations based upon the needs of the job, work group or department. This Rule establishes the guidelines for flexitime. The County allows flexitime on a voluntary basis to employees who fill job classifications/positions that have been designated as eligible for flexitime. The Flexitime program is an employer option, not an employee right and is appropriate only when it results in the best interest of the County. Flexitime may not be suitable for all

employees and/or positions. The County may implement flexitime as a work option for certain eligible employees based on specific criteria and procedures consistently applied throughout the department.

4.0 PROCEDURES

Flexitime is a management option and is not an employee's right. Either the employee or the supervisor may request consideration for flexitime. These work schedules include flexible work schedules and compressed work weeks. The alternative work arrangement will continually be assessed to determine that the needs of the department and the County are being met.

Flexitime is only available to those employees who are not under a Performance Improvement Plan, have not had any disciplinary action taken within the last six (6) months and have approval from the department head.

Flexible work schedules do not change the employee's duties, salary, or benefits. Furthermore, flexitime do not excuse the employee from attending meetings or handling responsibilities that are during regular work hours. Employee's hours can be changed to accommodate departmental needs/expectations. Flexitime will be decided by the supervisor, with the approval of the appropriate department head and will be consistent with the County's operations.

1. The County's policies and procedures apply to all alternative work arrangements. The supervisor and employee should discuss and document a schedule of regular work hours. Any changes of work hours or work location should be reviewed and approved by the supervisor in advance.
2. Nonexempt employees may be required to work beyond the customary 40-hour workweek to ensure successful completion of job responsibilities. However, any overtime work must be pre-authorized by the supervisor and reported as hours worked. Supervisors must ensure that individual work schedules and reporting for non-exempt employees are in compliance with FLSA regulations.
3. Supervisor must is required to provide the employee a copy of the Flexitime Agreement (see Figure 1) to review and sign.

If at any time flexitime does not meet the needs of the County, it can be discontinued at the discretion of the department.

5.0 ELIGIBILITY AND PROCESS

Flexible Work Schedule: Unit work schedules are determined by the business needs of the work group and are managed accordingly. Once schedules are defined and communicated to employees, an employee who requests a deviation in that schedule must do so in writing to the supervisor for approval.

Compressed Work Week: As appropriate, some departments may determine that the compressed work weeks are only available as an option during assigned periods that have been approved by the department head. For example, the summer period begins the first Monday after spring and ends the last Friday of the summer. Other departments may determine that this alternative work schedule may be appropriate year round provide that the Department needs are being met.

Figure 1. Flexitime Agreement

JEFFERSON COUNTY COMMISSION

FLEXTIME AGREEMENT

This Flexitime agreement (hereafter “agreement”), effective (date) _____, is between (employee name) _____ (hereinafter referred to as “Employee”), an employee of the Jefferson County Commission (hereinafter referred to as “the County”). The parties agree as follows:

Scope of Work

Employee agrees that flexitime is voluntary and may be terminated, by either the Employee or the County with or without cause.

Other than those duties and obligations expressly imposed on Employee under this agreement, the duties, obligations, responsibilities, and conditions of Employee’s employment with the County remain unchanged. Employee’s salary and participation in the retirement benefit and the County-sponsored insurance plans shall remain unchanged.

This agreement shall be construed, interpreted, and enforced according to the County’s Flexitime Rule.

Work Hours and Leave

Employee agrees that work hours will conform to the terms agreed upon by Employee and the County.

Employees subject to mandatory overtime agree to obtain advance supervisory approval before performing overtime. Working overtime without such approval may result in termination of the alternative work schedule option and/or appropriate action.

Employee agrees to obtain advance supervisory approval before taking leave.

Work Schedule and Work Status

Employee agrees to develop a work schedule with Employee’s supervisor and Employee’s supervisor must agree, in advance, to any changes to Employee’s Work Schedule. Employee agrees to provide department timekeeper with a copy of Employee’s Work Schedule.

Employee agrees to perform only official duties and not to conduct personal business while on work status during the flexitime hours, regardless of direct supervision.

The Employee’s flexible work schedule shall be as follows:

Day	Start Time	End Time
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

Work Performance

Employee agrees to provide regular reports, as required by the supervisor to help evaluate work performance. Employee understands that a decline in work performance may result in termination of this agreement by the County.

Other Action

Nothing in this agreement precludes the County from taking any appropriate disciplinary or adverse action against Employee if Employee fails to comply with the provisions of this agreement or terms and conditions of employment.

Participation in Studies and Reports

Employee agrees to participate in studies, inquiries, reports, or analyses relating to alternative work schedules at the County's direction.

Term of Agreement

This Agreement shall be for the period of (start date) _____ through _____ (not to exceed end of current fiscal year) and may be renewed in one year periods or shorter at the discretion of the supervisor if requested by the Employee. If circumstances change, either the supervisor or employee may request to adjust the term of agreement within the one year period.

Provisions for Cancellation of Agreement

Employee's participation in the Flexitime program is voluntary and is available only as long as Employee is deemed eligible at the County's sole discretion. Flexitime is not an entitlement or benefit of employment. Either party may cancel Employee's voluntary participation in flexitime, with or without cause, upon reasonable notice thereof, in writing, to the other. This agreement is not a contract of employment and may not be construed as one.

I have read and understand this Agreement and the Flexitime Rule and agree to abide by and operate in accordance with the terms and conditions described in both documents. I agree that the sole purpose of this agreement is to regulate the flexitime and that it does not constitute an employment contract nor an amendment to any existing contract and may be canceled at any time.

Flexitime Participant

Date

Supervisor

Date