

DIVISION OF DEVELOPMENTAL DISABILITIES Olympia, Washington

TITLE: TELEWORKING AND FLEXIBLE WORK HOURS POLICY 8.01

Authority: RCW 41.04.390

RCW 49.12.005 RCW 70.94.521-551 WAC 296.112

WAC 356-15 and 356-18 Executive Order 01-03

DSHS Personnel Policy 590, Teleworking/Flexible Work Hours

PURPOSE

These guidelines are intended to assist appointing authorities and supervisors in the establishment of teleworking and flexible work hours agreements. These guidelines are a supplement to DSHS Personnel Policy 590, *Teleworking/Flexible Work Hours*. Appointing authorities and supervisors are expected to be thoroughly familiar with the requirements of Personnel Policy 590 (PP590) in addition to these guidelines.

DEFINITIONS

Compressed workweek means alternative work hours that regularly allow the employee to eliminate at least one work day every two weeks by working longer hours during the remaining days, resulting in fewer employee commute trips.

Flexible work hours means work hours falling within either the compressed work week or flextime.

Flextime means a fixed work schedule that permits the employee some flexibility, within limits set by management, in choosing his or her starting and ending time outside normal work hours.

Straight Work Shift means a work shift in which the employee waives his/her right to a paid meal period as defined in WAC 296-126-092.

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Telework means to work, at least once every two weeks, from the employee's home, or an office near the employee's home, rather than from the official workstation.

POLICY

- A. Teleworking and Flextime are voluntary alternate work arrangements. The Division has the right to identify which positions may be appropriate for teleworking or flexible work hours. The nature and tasks of certain jobs are not suitable for teleworking. Examples of positions that are <u>not</u> suitable include administrative support staff, case resource managers, direct care staff, reception, supervisors, and information technology staff.
- B. The division has established the following parameters with respect to teleworking and flexible work hours:
 - 1. The employee's job tasks can reasonably be done as well at a telework site as at the official workstation (e.g., face-to-face contact is not necessary, confidential documents are secure, etc.).
 - 2. Employees may not telework more than 20 percent of their weekly work schedule.
 - 3. Employees on flexible work hours may not work more than ten (10) hours per day.
 - 4. Teleworking and flexible work hours will only be approved for employees whose work performance has been satisfactory and where there have been no performance issues.
 - 5. At any given time, the supervisor may require the employee to report to the work site or other location for mandatory and/or emergency meetings.
 - 6. The appointing authority, supervisor and employee will sign a written agreement that meets the requirements of PP590. It is a management prerogative to terminate any teleworking and/or flexible work hours agreement.
- C. Employees who telework from their personal residence must abide by all department and division client confidentiality policies and safeguard confidential information by storing any such information on disks and not on the hard drive of their personal computers.

PROCEDURES

A. Requests

- 1. Requests for teleworking and/or flexible work hours must be submitted to the employee's supervisor for consideration.
- 2. All teleworking and/or flexible work hours agreements must be documented on the appropriate DDD form, *DDD Teleworking Agreement* or *DDD Flexible Work Hours Agreement* (see Attachments A and B).
- 3. The supervisor will review the request, taking into account coverage, equity and other issues (e.g., impact on clients, peak service or demand times, work group productivity, etc.). The supervisor will then make a recommendation to the appointing authority.
- 4. In the case of straight work shifts (i.e., no rest and/or lunch period), non-union employees must also sign DSHS Form 03-396, *Employee Agreements with Non-Unionized Straight Shift Employee*, prior to the appointing authority approving the straight shift.
- 5. Appointing authorities designated by the Division Director to approve teleworking and flexible work hours agreements are Regional Administrators, Field Services Administrators, Office Chiefs, and Superintendents. If approved, the supervisor and employee shall make any necessary changes and complete the written agreement.

B. <u>Accountability</u>

- 1. The supervisor has the responsibility to assure accountability of employees who are teleworking and/or who have flexible work hours. Accountability may be measured in a variety of ways, including spot checks via phone and in person. Additionally, the following apply:
 - a. Electronic computer calendars (or other approved format) will be kept current. The employee must give "read-only" status to the supervisor and other staff as required.
 - b. Local call-in procedures remain in effect.
 - c. Any changes in the employee's schedule must be reported to the supervisor and other staff as required.

- d. Voice mail messages must be kept up to date and checked frequently.
- e. Employees who telework are required to maintain daily task logs documenting their activities. Employees on flexible work hours may be required to maintain task logs at the discretion of the supervisor.
- f. The supervisor may prioritize the assignments to be completed on a given day.
- g. The employee must maintain general office procedures, including case notes, etc., whether teleworking or working flexible hours.
- h. Regardless of written agreements, the employee must be available to meet concerning any emergent client and/or provider need.
- i. The supervisor will review the employee's Scan and/or Scan Plus bills monthly for any discrepancies.

C. Management Review

- 1. Reviews of teleworking and/or flexible work hours agreements may be initiated at any time.
- 2. At least annually, the supervisor and employee must meet to re-assess the appropriateness of the agreement. If the arrangement is determined to meet policy requirements and programmatic needs, the agreement may be renewed.

EXCEPTIONS

Any exceptions to this policy require the prior written approval of the division director.

SUPERSESSION

DDD Guidelines for Teleworking and Flexible Work Hours Issued June 10, 2002

| Approved: | /s/Linda Rolfe | Date: | 8/11/03 |
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| | Director, Division of Developmental Disabilities | | |

Attachment A, DDD Teleworking Agreement Attachment B, DDD Flexible Work Hours Agreement

CHAPTER 8

DIVISION OF DEVELOPMENTAL DISABILITIES

TELEWORKING AGREEMENT

I have read, understand, and agree to abide by the requirements of DSHS Personnel Policy 590, *Teleworking/Flexible Work Hours*, and DDD Policy 8.01, *Teleworking and Flexible Work Hours*. I understand that teleworking is a voluntary alternate work arrangement between my supervisor and myself and may end, without cause, by either party to this agreement. I further understand that teleworking is not permanent, nor is it a right or a reward, and can be terminated at any time if it is determined that the needs of the division, my office/section, or my needs as an employee, are not being met.

I agree to keep my supervisor informed of any problems or difficulties that I may experience in the performance of my duties while teleworking. I will notify my supervisor of deviations in my work schedule, and I will follow normal procedures to request overtime or to use sick leave, annual leave and other types of leave.

| Emplo Super | oyee Signature Tvisor Signature Inting Authority Signature CHAPTI | Date Date Date | | |
|-------------------------------------|--|--|--|--|
| Emplo | | | | |
| | oyee Signature | Date | | |
| | | | | |
| mutua all DS and de calend | ally agreed upon times to ensure that s HS and DDD policies and procedures, i epartment information. This agreemer | e on-site inspections of the telework site at safe working conditions exist. I agree to abide to including those related to confidentiality of clien nt may be ended, by either party, with seven (7 s of emergency or alleged misconduct, where n | | |
| This t | teleworking agreement begins effe | ctive Review date | | |
| 13. | Other conditions of this teleworking a | greement, including task logs: | | |
| 12. | 12. Type of work/job tasks to be done while teleworking, with end products, if applicable: | | | |
| 11. | | e <i>trips</i> per week when teleworkinge miles per week when teleworking | | |
| 10. | Current single occupancy commute tr Current single occupancy commute m | | | |
| | Maintenance and data security plan (| (include file protection and confidentiality): | | |
| 9. | 9. Will use state-owned equipment/supplies at telework site: Yes No If yes, list equipment with inventory identification numbers, as applicable: | | | |
| 8. | Plan for minimizing impact on clients, | , consumers, co-workers, and supervisor: | | |
| 7. | Communication procedures with my s | section/office will be handled as follows: | | |
| | On the days I do <u>not</u> telework, my to p.m. | work hours will be from a.m. | | |
| | | | | |

DIVISION OF DEVELOPMENTAL DISABILITIES

FLEXIBLE WORK HOURS AGREEMENT

I have read, understand, and agree to abide by DSHS Personnel Policy 590, *Teleworking/Flexible Work Hours*, and DDD Policy 8.01, *Teleworking and Flexible Work Hours*. I understand that Flexible Hours is a voluntary alternate work arrangement between my supervisor and myself and may end, without cause, by either party to this agreement. I further understand that this agreement is not permanent, nor is it a right or a reward, and can be terminated at any time if it is determined that the needs of the division, my office/section, or my needs as an employee, are not being met.

I agree to keep my supervisor informed of any problems or difficulties that I may experience in the performance of my duties while on flexible work hours. I will notify my supervisor of deviations in my work schedule, and I will follow normal procedures to request overtime or to use sick leave, annual leave and other types of leave.

| 1. | Employee Name: | | | |
|----|---|--|--|--|
| 2. | Official work station: | | | |
| 3. | Job classification/title: | | | |
| 4. | Flexible Hours schedule: | | | |
| | My workdays will be | | | |
| | My work hours will be from am to pm. | | | |
| | My meal break will be from approximately to | | | |
| 5. | Employee contact during flexible work hours when supervisor is not available: | | | |
| 6. | Communication procedures with my section/office will be handled as follows: | | | |
| 7. | Plan for minimizing impact on clients. consumers, co-workers, and supervisor: | | | |

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| | | | | | |
| Appoi | nting Authority Signature | Date | | | |
| | | | | | |
| Super | visor Signature | Date | | | |
| Emplo | yee Signature | Date | | | |
| I agre to con be end | ee to abide by all DSHS and DDD policinfidentiality of client and department in ded, by either party, with seven (7) capency or alleged misconduct, where no | es and procedures, including those range of the range of | elated greement may | | |
| This a | agreement begins effective | Review date | | | |
| 11. | Other conditions: | | | | |
| 10. | Type of work/job tasks to be done what applicable: | hile on flexible hours, with end produ | ucts, if | | |
| 9. | Number of single occupancy commute trips per week with flexible hours Number of single occupancy commute miles per week with flexible hours | | | | |
| 8. | Current single occupancy commute to Current single occupancy commute n | | | | |