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.
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 not 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. Accountability

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

Director, Division of Developmental Disabilities

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

1. Employee Name: ____________________________________________________
2. Official work station: _________________________________________________
3. Job classification/title: _______________________________________________
4. Residence (home address, city, and zip): _________________________________
   ___________________________________________________________________
   Residence telephone/fax number: _______________________________________

Note: Department-issued cellular phones may not be used at the telework site to place long distance calls in place of the SCAN and SCAN PLUS systems when a land-line phone is available.

5. Telework site if different from residence: _______________________________

6. Telework schedule:

   I will telework on the following days:
   _____Monday       _____Wednesday       _____Friday
   _____Tuesday       _____Thursday

   My work hours will be from _______ a.m. to _______ p.m.
My meal break will be from approximately _______ to _______.

On the days I do not telework, my work hours will be from_____ a.m. to _____ p.m.

7. Communication procedures with my section/office will be handled as follows:

8. Plan for minimizing impact on clients, consumers, co-workers, and supervisor:

9. Will use state-owned equipment/supplies at telework site: Yes _____ No _____
   If yes, list equipment with inventory identification numbers, as applicable:

   Maintenance and data security plan (include file protection and confidentiality):

10. Current single occupancy commute trips per week _________
    Current single occupancy commute miles per week _________

11. Number of single occupancy commute trips per week when teleworking _________
    Number of single occupancy commute miles per week when teleworking _______

12. Type of work/job tasks to be done while teleworking, with end products, if applicable:

13. Other conditions of this teleworking agreement, including task logs:

This teleworking agreement begins effective __________. Review date______________

I understand that the department may make on-site inspections of the telework site at mutually agreed upon times to ensure that safe working conditions exist. I agree to abide by all DSHS and DDD policies and procedures, including those related to confidentiality of client and department information. This agreement may be ended, by either party, with seven (7) calendar days’ written notice, except in cases of emergency or alleged misconduct, where no notice will be required.

_______________________________________  __________________
Employee Signature   Date

________________________________________ __________________
Supervisor Signature   Date

________________________________________
Appointing Authority Signature

Employee Signature

Date

Supervisor Signature

Date

Appointing Authority Signature

Date

CHAPTER 8

DDD Policy Manual Attachment A  Page 2 of 2  Issued 8/03
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:

____________________________________________________________________________________

____________________________________________________________________________________
8. Current single occupancy commute trips per week ________  
   Current single occupancy commute miles per week ________

9. Number of single occupancy commute trips per week with flexible hours ________
   Number of single occupancy commute miles per week with flexible hours ________

10. Type of work/job tasks to be done while on flexible hours, with end products, if applicable:

11. Other conditions:

This agreement begins effective _______________. Review date __________________

I agree to abide by all DSHS and DDD policies and procedures, including those related to confidentiality of client and department information. I understand that this agreement may be ended, by either party, with seven (7) calendar days’ written notice, except in cases of emergency or alleged misconduct, where no notice will be required.

______________________________________   __________________
   Employee Signature   Date

______________________________________   __________________
   Supervisor Signature   Date

______________________________________
   Appointing Authority Signature   Date

________________________________________________________________________________________