

University Place Personnel Policies

CHAPTER 4

HOURS AND ATTENDANCE

4.1 WORKING HOURS

The City's basic workweek is Sunday 12:01 a.m. through Saturday midnight. The schedule for most full-time, non-exempt employees is Monday through Friday from 8:00 a.m. to 5:00 p.m. A normal working schedule for regular, full-time employees consists of forty (40) hours each workweek. Different work schedules or workweeks may be established upon recommendation of the department director to the City Manager. Supervisors will advise employees of their scheduled work hours. Employees are expected to work their assigned working hours.

4.2 TELECOMMUTING, FLEXIBLE AND ALTERNATE WORK SCHEDULES

The City of University Place supports a flexible work environment that allows telework, flexible and alternate work schedules for employees with job duties that lend themselves to this arrangement, so long as the City's organizational and business needs continue to be met. To ensure compliance with the Washington Clean Air Act and the Washington Commute Trip Reduction Act, the City developed a flexible work schedule policy permitting hybrid, telework, varied work schedules and job sharing between employees. These options reduce commuter travel during certain days of the week and reduce the number of commuters traveling during peak congestion periods resulting in less petroleum consumption and improved air quality.

Eligibility: Department directors, managers and supervisors have the discretion to designate positions for a telework, flexible or alternative work schedule option, upon approval from the City Manager. Considerations such as work performance and business needs determine eligibility. Suitable characteristics of telework depend on job duties, responsibilities, ability to work independently, ability to respond in a reasonable time frame, appropriate home office workspace and amenities, no adverse effect on co-workers, and other closely related considerations.

Telework is best suited for employees who are organized, highly disciplined, and conscientious self-starters requiring minimal supervision. Employees are expected to abide by all City policies and procedures and maintain acceptable performance levels even when working at an alternate work location.

Compensation and Benefits: In general, an employee's compensation and benefits will not change when teleworking. Situations where employees relocate or work in another state will be addressed according to the specific case.

Telework Agreement: An employee interested in requesting a telework, flexible or alternate work schedule must complete and sign an agreement and comply with conditions set forth prior to teleworking. Directors, managers, or supervisors must agree to the terms of the teleworking agreement before employees are permitted to work at an alternate work location (see teleworking agreement). The forms must be reviewed and approved by Human Resources for Fair Labor Standards Act and the Washington Wage and Hour Law compliance or any other associated federal or state laws. Final approval will be given by the City Manager. Copies will be distributed to the employee, the department director and payroll. The request for a telework, flexible or alternative work schedule should be completed and approved at least two weeks prior to the end of the pay period in which the alternative schedule begins. The City retains the right, prior to the approval of a telework agreement to inspect the primary remote worksite.

All approved telework, flexible and alternate work schedules may be implemented for a trial (or interim) period, of at least two (2) months, but not to exceed six (6) months. At the conclusion of the trial period, the director, manager or supervisor will evaluate the situation and determine if the work schedule should be continued.

Work performed at alternate work locations is considered official City of University Place business. The duties, performance, and work expectations should be fully discussed with employees prior to implementing the teleworking agreement. The supervisor will monitor productivity and evaluate the employee’s job performance when teleworking in accordance with City policies and procedures.

Teleworking is not intended to serve as a substitute for child or adult care. Teleworking may help facilitate solutions for some employees who have other responsibilities, but employees must make arrangements that will not interfere with work obligations.

Hours of Work: The total number of hours that employees are expected to work will not change, regardless of work location or alternate work schedule. Employees who telework are expected to track time, request time off, use sick leave, request manager approved overtime (must be granted prior to doing any overtime work), etc., as they normally would if working on-site. Non-exempt employees are expected to take and document their two allotted 15-minute breaks and lunch break on their timecards for telework days.

A Flexible Work Schedule is a schedule that permits starting and quitting times other than the standard work schedule. Flexible work schedules require that a minimum number of hours be worked each workday.

A Compressed Work Week is a work schedule which permits employees to increase the length of work each workday to provide one day off every one or two weeks. Compressed workweek schedules include:

- 1) 4/10 – Four ten-hour days each week. This provides one extra day off each week.
- 2) 9/80 - 80 hours in a two-week period are scheduled over nine working days. Example: The normal workday is extended by one hour for five days one week and for three days the next week, with one regular eight-hour day. This provides one extra day off every two weeks.

The following are examples of alternative work schedules for non-exempt employees:

EXAMPLE # 1: Compressed Work Week 4/40
Workweek Start/End: Sunday midnight - Saturday 11:59 p.m.

Day	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
	off	7 to 6	7 to 6	7 to 6	7 to 6	off	off	
# Hours	Zero	10	10	10	10	Zero	Zero	40

EXAMPLE # 2: Compressed Work Week 9/80
Workweek Start/End: Friday noon - Friday 11:59 a.m.

Week 1

Day	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
Schedule	off	off	off	7 to 5	7 to 5	7 to 5	7 to 5	7 to 11
# Hours	Zero	Zero	Zero	9	9	9	9	4

Week 2

Day	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
Schedule	12 to 4	off	off	7 to 5	7 to 5	7 to 5	7 to 5	off
# Hours	4	Zero	Zero	9	9	9	9	Zero

In this example, the employee has every other Friday off. This can be done because the workweek is defined as Friday noon to Friday at 11:59 a.m. If the employee works more than 40 hours in the defined workweek, the additional hours worked are paid at the overtime rate.

Because of the requirement to pay overtime to employees in overtime-eligible (non-exempt) jobs, specific alternative schedules for these employees should be developed to avoid overtime liability. The Fair Labor Standards Act (FLSA) requires that non-exempt employees be paid overtime for all hours worked more than forty hours during a workweek. The workweek consists of seven consecutive 24-hour periods, and the employer retains the right to designate when the work period begins and ends. The defined workweek is not required to be the same for all employees (see Appendix A for Exempt/Non-exempt matrix.)

The City will not incur additional costs to permit employees to choose alternative work schedules. Therefore, non-exempt employees must select an alternative schedule that does not require more than 40 hours per workweek. This may require employees to agree to a different workweek designation. Human Resources will answer questions to determine compliance with FLSA requirements.

Sick and vacation leave will continue to accrue at the employee's regular rate. When an employee takes a full day of sick or vacation leave the time charged will be equivalent to the full number of hours the employee was scheduled to work on that day pursuant to the flexible schedule.

When a paid holiday falls on a full-time employee's regularly scheduled workday, the employee will be paid eight hours of holiday pay. If the regularly scheduled workday is greater than 8 hours, the employee will be required to use either vacation or compensatory time earned to make up for the time in excess of the 8 hours that the employee was scheduled to work.

If the department director approves, an employee may work additional hours during the same workweek as the holiday in lieu of using accrued leave.

When a paid holiday falls on a full-time employee's regularly scheduled day off, the employee will be credited with eight hours of holiday time off which must be used prior to the end of the calendar year.

Employees must schedule personal appointments (doctor, dentist, etc.) on scheduled days off whenever possible. Employees may be required to fill in on their regularly scheduled days off for employees who are absent. Supervisors and employees will provide as much advance notice as possible and will attempt to work out alternative schedules for employees who are asked to work on regularly scheduled days off. There is no guarantee, however, of advance notice.

Use of Equipment and Supplies: Use of company equipment for teleworking is dependent on the availability of funds and equipment. Employees are required to use City supplied desktops, laptops, or other similarly supplied technology tools instead of personal devices, except under specific circumstances as reviewed by I.T. (ex. limited approvals for accessing Office 365). Personal ancillary devices that do not connect to the City's network such as monitors, keyboards, computer mouse, etc. are allowed.

Employees are responsible for protecting company-owned equipment from damage and unauthorized use. City-owned equipment used in the normal course of employment will be maintained, serviced and repaired by the City. Any cost associated with the repair or replacement of damaged or lost City-owned equipment or supplies may be the responsibility of the employee.

Employees working from alternate locations are responsible for the security and confidentiality of any information, documents, records, or equipment in their possession. Removal of confidential documents from City Hall to an alternate work location is not allowed and other methods for work must be determined in coordination with the supervisor. Employees are responsible for immediately reporting any information or documents that have been lost or damaged to their supervisor. Employees must agree to follow I.T. policies and any other security procedures to ensure confidentiality and security of data.

In the event equipment becomes temporarily inoperable, or the employee is unable to perform job duties at the alternate work location, employees and their supervisor should reach an agreement of whether other work assignments can be performed without relying on the equipment, if the employee should report to the central workplace, or if leave (vacation, merit days, compensatory time, etc.) should be taken.

Ending Flexible Schedules: Employees requesting a telework, or a flexible work schedule may terminate the agreement at their discretion, preferably providing two weeks' notice. The City, which may endeavor to provide advance notice, may terminate the telework, flexible work or alternate work schedule agreement at any time for any or no reason.

Each department reserves the right to administer this policy to promote the efficient use of resources and to provide effective service to the residents. The flexible work schedule options offered are subject to change at any time. Changes in workload, funding, legal mandates, legal interpretations, or other needs of the City and/or individual departments may cause the City to modify or cancel an alternative work schedule.

4.3 OVERTIME/COMPENSATORY TIME

All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act (FLSA) regulations. (See Appendix A for listing of exempt and non-exempt positions.)

Overtime for Non-Exempt Employees: Non-exempt (FLSA covered) employees are entitled to additional compensation, either in cash or compensatory time off, when they work more than forty (40) hours in a seven (7) day work week. The employee's supervisor must authorize all overtime in advance.

Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked in excess of forty (40) hours in a workweek. When calculating time worked for purposes of overtime compensation, only time actually worked by an employee within the

TELEWORK AGREEMENT

The City supports teleworking arrangements and allows departments to implement such arrangements for employees meeting eligibility criteria. This agreement is intended to ensure both the supervisor and the employee have a clear, shared understanding of the terms and conditions of the employee’s telework arrangement.

Employee Name:
<input type="checkbox"/> FLSA Exempt (Salaried) <input type="checkbox"/> Non-Exempt/Overtime Eligible
Department:
Supervisor:
Telework Site Address:
Telework arrangement (select one): <input type="checkbox"/> 1 day per week <input type="checkbox"/> 2 days per week <input type="checkbox"/> 3 days per week <input type="checkbox"/> 4 days per week <input type="checkbox"/> 5 days per week <input type="checkbox"/> Varies/occasional
Start date: End date, if applicable: Review Date (minimum 2 months no more than 6 months from start date):

Scheduled work hours*			
Day	Start Time	End Time	Location
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Other:			

*For non-union, FLSA exempt employees, this section does not denote *scheduled* work hours; the supervisor will list hours of expected availability to meet organizational needs during core business hours.

Productivity/Performance Expectations:

Each teleworking employee is required to maintain the same level of productivity and performance (quality, quantity, timeliness) as their non-teleworking counterparts at the central work site. List below the expectation for how work progress is communicated, and productivity/performance will be managed and assessed (e.g. structured daily or weekly check-ins, work status reports, dashboards, action plans).

Workspace, Equipment & Supplies

Each employee is required to maintain a telework site that is safe, functional, ergonomically suitable and free from recognized hazards. The employee is responsible for costs associated with the setup and ongoing maintenance of the telework workspace (remodeling, furniture or lighting, repairs, or modifications to the workspace).

Technology Support & Requirements

Each employee is required to provide and maintain reliable internet connectivity and speed to support their work demands for the duration of the telework arrangement. In the event of equipment failure or service interruption, the employee must notify their supervisor immediately to discuss alternate assignments or other options.

Equipment/technology provided or paid for by the City will be maintained by the City at the central worksite and must be used for business purposes only. Teleworking employees are subject to the same City policies regarding the use of provided equipment as that of employees at the centrally located worksite. All City property will be returned when the telecommuting arrangement is no longer valid, the equipment must be repaired or replaced, or another City need arises.

Equipment/Technology provided to the employee:			
Equipment Item	Provided by	Date Provided	Notes and/or Asset Tag #
Laptop			
Docking station			
Mouse			
Keyboard			
Monitor(s)			
Web cam			
Headset/microphone			
Printer			
Other:			

Acknowledgements	Employee Initials
I understand this Telework Agreement may be discontinued at any time by the City, at the sole discretion of the director, manager, City Manager, or supervisor.	
I understand I am required to comply with all timekeeping and overtime requirements and regulations defined by local, state, or federal law (e.g., the Fair Labor Standards Act), applicable collective bargaining agreement, and City policy.	
I understand the work I perform while teleworking remains subject to City records retention policies and applicable regulations, including the Washington State Public Records Act RCW 42.56.	
I agree to maintain the confidentiality of all City information and documents and prevent unauthorized access to any City system or information.	
I agree to comply with all City policies and consistently meet the performance standards of my position.	
I agree to report to the central worksite as necessary, when requested/directed to do so by my director, manager, City Manager or supervisor.	

I agree to report any accident or injury suffered, arising in the course of performing official duties at the alternate work location during the set work hours and to allow my supervisor or another City agent to visit the alternate work location immediately after any accident or injury has occurred, if necessary.	
Other:	

I have read and understand the Telework Agreement and agree to all provisions, including those further detailed in this Agreement. I agree to be available, responsive, and productive during scheduled work hours. My duties, obligations, and responsibilities are the same as employees at the central worksite, including my obligation to respond to voicemail, e-mail, and other messages in a timely manner. While telecommuting, I will work at the above-listed location(s) during my telecommuting work schedule, unless I have received prior approval to temporarily work elsewhere. I will observe required rest and meal periods consistent with my employment status and City policy and will note those on my timecard during telework dates. Any time off or overtime must be prearranged, preapproved, and recorded according to applicable policies, department guidelines, union contract terms, etc.

This Telework Agreement is not a contract of employment and does not provide any contractual rights to continued employment.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

City Manager Signature: _____ Date: _____

Cc: Human resources on: _____