



GRAYS HARBOR COLLEGE

Administrative Procedure

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| Procedure Name | REMOTE WORK AND FLEXIBLE WORK HOURS |
| Procedure Number | 656.01 |
| Date Adopted | 02/15/2022 |
| Date(s) Revised | 06/17/2024 |

Purpose

This procedure is to provide guidance to employees and their supervisors for determining eligibility and participation in remote work and/or flexible work hours agreements. The procedure has been updated to reflect current terminology. Telework has been replaced by 'remote work.' Proposals will be reviewed on a case-by-case basis and approved, or denied, at the sole discretion of the college. Not all situations are suitable for remote work and/or flexible work hours. Grays Harbor College will use a fair and consistent process for determining which applications for remote work are approved.

Definitions

Remote Work: to work from a location other than the employee's principal place of work.

Flexible Work Hours: includes both the compressed workweek and flextime.

Compressed workweek: an alternative work schedule that regularly allows a full-time employee to work longer hours on certain days of the week in order to eliminate one work day during that same week.

Flextime: a work schedule whereby an employee is permitted some flexibility in choosing their starting and ending time. Flextime is allowable under RCW 41.04.390.

Remote Workplace: any site other than the employee's principal place of work.

Remote Worker: individual performing some or all of their assigned duties at other than their principal place of work.

Immediate Supervisor: individual who can recommend hiring and disciplinary action as well as schedule, assign, direct, evaluate and train a minimum of one full-time subordinate staff.

Appointing Authority: the lawful authority under WAC 357-01-025 and these procedures to make appointments of eligible persons to Grays Harbor College positions and the authority to demote, suspend, reduce in salary, or dismiss and employee under their jurisdiction for just cause.

Remote Work and/or Flexible Work Hours Agreement: a signed document signifying the agreement between the immediate supervisor and applicant for working remotely and/or working flexible work

hours; and for the use of telecommunications and digital technologies that allows an employee to perform some or all of their assigned duties at other than their principal place or work.

Eligibility

To be approved for a remote work or a flexible work agreement, a plan must be developed that meets the following conditions:

- Approval of the remote work or flexible work hours agreement shall have no negative impact on:
 - the employee's or another employee's performance,
 - student and/or customer service,
 - inter-departmental communications, and
 - the efficiency or effectiveness of work coordination between interdependent work units.
- Approval of both the employee and the immediate supervisor, indicating agreement on the remote work and/or flexible work hours conditions and restrictions.

In making determinations of suitability for remote work and flexible work hours, the College will consider the job classification, the position requirements, prior work performance, and the history of leave usage. These factors will be evaluated by assessing whether the quality of service provided will be maintained or improved in a remote work and/or flexible work hours arrangement. Suitability will also be based on the following factors:

- College business needs.
- Type of work.
- Individual work style.
- Individual performance.
- College policies and procedures.
- Applicable collective bargaining agreements.

Requests for remote work and flexible work hours should be evaluated on a 'reason-neutral' basis. A 'reason-neutral' approach means employees are not expected to justify their desire for work flexibility.

Remote Work/Flexible Work Hour Applications, Forms, and Agreements

To apply for a remote work or flexible work hours agreement, the employee and the immediate supervisor must complete the following:

- Remote Work/Flex Work Agreement, and
- Review of Grays Harbor College IT Operational Procedures

Flexible work hours (the day(s) not worked) can be any day of the week and not limited to a Monday or a Friday. Flexible work hours must take into consideration the work schedules of the working unit. If the College has required core business hours for departments, employees using flexible work hour agreements should comply with these requirements.

Each Remote/Flex Work Agreement must address the following conditions:

- Conditions of employment while working remotely are spelled out.
- Guidelines for the remote work site are clear.
- Rules regarding Grays Harbor College equipment and supplies must be followed.
- This agreement does not modify any of the employee's existing job duties or job performance requirements.
- Worker productivity can be monitored.
- Remote/Flex Work Agreements shall not exceed one-year in duration and must provide specific time intervals during which the remote worker will be performing work – providing for meeting attendance and communication with the employee's supervisor, coworkers, students, and other constituents as appropriate.
- Remote Work/Flex Work Agreements shall be updated annually at the time of Performance Reviews.
- Agreements are at the discretion of the College and may be modified at any time to meet the operational and business needs of the institution.
- New agreements shall be entered into according to the protocols established in this procedure.
- A copy of the Remote/Flex Work Agreement will be kept on file with the immediate supervisor. A copy will also go into the employee's personnel file.

Remote Work Approval Process:

- [Complete the Remote/Flex Work Agreement](#)
- Employee's Supervisor approves the agreement

Flexible Work Hours Approval Process:

- [Complete the Remote/Flex Work Agreement](#)
- Employee's Supervisor approves the agreement

Conditions of Employment While Working Remotely or Working Flexible Work Hours

- The duties, obligations, and job responsibilities assigned to the employee will remain the same while working remotely or working flexible hours.
- During the remote work/flexible work hour agreement the employee's salary, benefits and other employer insurance coverage shall remain in effect.
- Existing Department of Personnel Rules or collective bargaining agreements governing leave, hours of duty and scheduled workweek; Fair Labor Standards Act (FLSA) and Washington's Minimum Wage Act rules governing overtime; and Grays Harbor College policies and procedures will continue to apply while working remotely or working flexible hours.
- Overtime compensation and use of vacation and sick leave must conform to State and Federal laws and regulations and College rules and policies for remote work or with flexible work hours.
- Vacation, sick and other leave while working remotely will continue to require appropriate signatures and prior approval by the employee's supervisor.
- All sick leave will be reported by the employee to the supervisor as per applicable collective bargaining agreements and/or Grays Harbor College policies and procedures.
- Employees remain obligated to comply with all Grays Harbor College rules, policies, practices and instructions. Failure to do so may result in the termination of the remote work/flexible work hours agreement and/or disciplinary action, up to and including termination of employment.

- Performance evaluation requirements for those working remotely shall not differ from those who are not working remotely.
- In the event circumstances prohibit the remote worker from performing their assigned duties while working remotely, the employee shall immediately notify their supervisor for further work direction.
- Those working remotely will be expected to check their E-mail, voice mail and remain accessible and responsive by direct phone and/or college approved communication software during approved remote work hours identified in the Remote Work/Flexible Agreement.
- Employees working remotely, who for any reason cannot be reached or will not be able to be reached by their immediate supervisor, must inform, either by direct phone or by email, their supervisor prior to being unavailable at their remote work site. Failure of the employee to notify their immediate supervisor in advance may result in termination of the agreement.
- Employee agrees that the supervisor retains the right to modify the agreement on a temporary basis as a result of their determination of operational necessity. The employee may be required to report to work on a remote work day if required by the supervisor, The supervisor will provide as much advance notice as possible. When on-site work is required, the remote employee is solely responsible for any travel-related expenses.
- Employees working remotely, and those supervisors allowing this privilege, will be expected to follow all applicable Collective Bargaining Agreements (CBA's) and/or college policies and procedures.
- [Labor Relations | Grays Harbor College CBA's](#)

Conditions for Remote Work Site

Remote workers' principal place of work does not change to the remote work site. Any required travel to the principal place of work is not compensated. Home remote worksites must not be used to meet customers in an official capacity. Remote workers' worksites should be free from distractions.

Remote workers remain responsible for the security and handling of confidential information. When the alternate worksite is the employee's home, the employee shall be responsible for maintaining a designated workspace in a safe, healthy, professional and secure manner. The employee who is working remotely has the same reporting requirements for identifying workplace safety issues and timely reporting of injuries or illnesses that may arise while working remotely. Grays Harbor College retains the right to make on-site inspections to ensure safe working conditions exist at the remote worksite.

Equipment and Supplies

All equipment and supplies furnished to those working remotely by the College remain the property of the College and are to be used only by authorized persons and only for State business. Unless there is an advance written agreement between college management and the employee that specifies otherwise, the State assumes no liability for loss, damage, or wear of any employee-owned equipment or facilities used while working remotely.

Use of Grays Harbor College issued computing equipment (laptop or mobile device) is required, unless otherwise agreed between the College and the employee. The employee will be responsible for the protection and security of the equipment until it is returned to Grays Harbor College.

If Grays Harbor College equipment on loan to a remote worker is damaged or stolen while in the possession of the employee, repair and/or replacement of the equipment is the responsibility of the employee.

The supervisor may arrange for the remote worker to connect on Grays Harbor College's network through the Grays Harbor College Information Technology Department.

To protect confidentiality and guard against data contamination, those working remotely shall follow Grays Harbor College approved data security procedures at their remote worksite. Employees working remotely are responsible for reasonable precautions necessary to keep sensitive information private and prevent unauthorized access to any college system from their remote work site, Misuse of confidential information may be grounds for discipline and/or dismissal.

Remote workers using Grays Harbor College-provided computer software shall adhere to the manufacturer's licensing agreements, including the prohibition against unauthorized duplication. The remote worker will not load non-business software on Grays Harbor College-provided computers and will follow the Grays Harbor College Employee Acceptable Use Guidelines for Grays Harbor College Technology Resources at all times. Grays Harbor College software that has an "on site license contract," cannot be installed on an employee-owned computer.

Office supplies for use by remote workers at their remote worksite may be provided by Grays Harbor College and should be obtained during the remote worker's in-office work periods. Grays Harbor College is not responsible for any costs incidental to working at home including, but not limited to, the following: Wi-Fi network, utilities, phone, etc.

Termination of Agreement

Remote/Flex Work Agreements may be terminated at any time by the supervisor with a minimum of 14 days' notice. Changes to the remote work/flexible work agreement are changes to working conditions and are subject to the applicable bargaining agreements. Additionally, if work performance decreases, or if the service provided is not maintained and does not meet the needs of Grays Harbor College, a supervisor may decide that it is in the College's best interest to terminate the remote work or flexible work hours agreement. In such an event, the employee will be asked to return to a regular work location and schedule. Further, the agreement may be terminated by either the employee or the immediate supervisor for any reason upon reasonable notice to the other party.

Grays Harbor College Human Resources Office will provide consultation for the proper implementation of this Remote Work and Flexible Work Hours Procedure.