



State of Illinois
JB Pritzker
Governor



Dr. Mary L. Milano
Director

Human Rights Authority
Legal Advocacy Service
Office of State Guardian

March 1, 2019

Betsy Hendricks, Child Care Administrator
Central Management Services
401 S. Spring Street
Stratton Office Building, Room 502
Springfield, IL, 62706

Dear Ms. Hendricks,

As requested per Deputy Director Teresa C. Smith's memorandum of January 25, 2019, and in accordance with Public Act 87-552, enclosed is the Commission's plan to reduce the need for day care of employees' children outside the home.

Please feel free to contact me if you have any questions regarding the attached plan.

Sincerely,

Bobbie Fox
Director of Human Resources
Bobbie.Fox@illinois.gov
(312) 793-5335

cc: Honorable JB Pritzker, Governor
Legislative Research Unit
Illinois State Library
Journal Rooms
Honorable Leader Brady
Honorable John Cullerton, President of the Senate, Illinois State Senate
Honorable Jim Durkin, House Republican Leader, Illinois House of Representatives

OFFICE OF THE DIRECTOR

160 N. LaSalle Street • Suite S-500 • Chicago, IL 60601-3115 • (312) 793-5900 • Fax (312) 793-4311
401 S Spring Street • 521 Stratton • Springfield, IL 62706 • (217) 785-1540 • Fax (217) 524-0088
Statewide Toll Free Intake (866) 274-8023 • Statewide TTY (866) 333-3362

Illinois Guardianship and Advocacy Commission
Plan to Reduce Day Care Needs for Commission Employees
Public Act 87-552

The Illinois Guardianship and Advocacy Commission (IGAC) approved the use of flextime in March of 1996. Flextime includes any working arrangement that differs from a conventional 7.5 hour work day over a five day work period.

As of 12/31/18, the percentage of IGAC's 100 employees utilizing flexible work schedules was 85%. That percentage represents 16% (16) utilizing a four-day flextime workweek; 64% (64) using a nine-day flextime work schedule and 5% (5) utilizing a telecommuting agreement. We had no one in a part-time position. These percentages clearly illustrate the Commission's commitment to the day care needs of the employees.

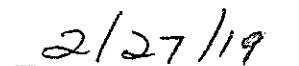
IGAC Policy Manual (Policy 3.309, copy is enclosed) states the definition of flextime, starting and ending times, the responsibilities of the individuals on flextime and the procedures to follow. The Director of Human Resources, Bobbie Fox, is the person for ensuring that Commission employees are informed of the Policies and Procedures.

The Commission has added telecommuting to its flextime policies as a way of reducing day care needs. The Commission's flextime policies are expected to remain in place in the following years. The Commission will continue to consider innovative programs that may assist our employees with their day care needs. In so doing, we believe we will be building a stronger, more committed work force.



Mary L. Milano, Director

Illinois Guardianship and Advocacy Commission



Date

Telework Policy

Goals of Program

Offering an employee the opportunity to work at home is a management option used to improve continuity of operations during inclement weather and other emergencies, promote management effectiveness, including a reduction in real estate costs, environmental impacts and transit costs, and to enhance work-life balance.

Employee Eligibility

Eligibility to participate is dependent on a variety of factors including job requirements, availability of employee owned telecommunications equipment, and other factors.

GAC will make use of two types of Telework arrangements

Ad hoc arrangements: With permission from supervisor and with respect to goals listed above in mind, a particular employee may work from an alternative site on an occasional basis. Does not require written agreement.

Formal and regularly occurring alternative-worksite Telework arrangement. Requires written agreement.

In addition to permanent or long term telework arrangements, staff on-call may request to work from home during their on-call shift. As in the regularly occurring formal arrangements, on-call staff are required to get written permission to work from home from their supervisor before their week-long shift begins.

Formal Telework Arrangement

Voluntary Participation

Employee voluntarily agrees to work at the agency-approved alternative workplace indicated in telework agreement and agrees to follow all applicable policies and procedures. Employee recognizes that the telework arrangement is not an employee benefit but an additional method the agency may approve to accomplish work.

Telework agreements may be rescinded at any time by the Commission Director, an employee's program director, immediate supervisor or by the employee.

Salary and Benefits

Agency agrees that a telecommuting arrangement is not a basis for changing the employee's salary or benefits.

Duty Station and Alternative Workplace

Both an employee's normal duty station (regional office) and the agency approved alternative workplace will be named in the agreement. The employee should prospectively document on the shared Outlook calendar days when the employee will be at the alternative workplace and when at the regular duty station. If any temporary adjustments are made due to special circumstance, the employee should immediately update their calendar.

Unless otherwise instructed, employee agrees to perform official duties only at the main office or agency-approved alternative workplace. Employee agrees not to conduct personal business while in official duty status at the alternative workplace, for example, caring for dependents or making home repairs.

Work Schedule

Agency and employee agree the employee's official work hours will mirror their regularly scheduled office hours, for a total of 37.5 hours per week. If the employee works on a 4 day schedule, the employee must work from his or her duty station at least 1 day per week. In a compressed 9 day 2 week schedule, at least 1 day per week in the office on the 4 day workweek, and 2 days per week on the 5 day week. For a regular 5 day per week schedule, the employee must be at the regular duty station 2 days per weeks.

Time and Attendance

Agency agrees to make sure the employee's timekeeper has a copy of the employee's work schedule. The supervisor agrees to certify the time and attendance for hours worked at the main office and the alternative workplace.

Contact Information

Employee will keep their Outlook calendar up to date with location and contact phone number where they can be reached, either by cell phone or landline.

Leave

Employee agrees to follow established office procedures for requesting and obtaining approval of leave.

Overtime

Employee agrees to work overtime only when ordered and pre-approved by the supervisor in advance.

Equipment\Supplies

Unless otherwise issued to an employee, all costs associated with telecommunications equipment and connectivity will be born by the employee.

Security of Information Technology

It is critical that security and privacy be maintained while teleworking. The primary risks are:

Physical loss or theft of information

Inappropriate access by others to info that was left unprotected by the teleworker

Communicating sensitive info through unprotected channels

Printing information without appropriate disposal options

To reduce the risk of a security or privacy breach, any staff approved for the telework program must contact OIT prior to the start date of the agreement. OIT will provide information and instructions on the security requirements specific to the employee's individual telework situation with which the teleworker must comply.

Liability

The employee understands that the state will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative workplace.

Work Area

The employee agrees to provide a work area adequate for performance of official duties.

Worksite Inspection

The employee agrees to permit the state to inspect the alternative workplace during the employee's normal working hours to ensure proper maintenance of state-owned property and conformance with safety standards. (Agencies may require employees to complete a self certification checklist.)

Worksite Information Inspection

The employee agrees to permit the state to inspect any state information located in the alternative workplace during the employee's normal working hours to ensure proper maintenance of state records and other state information and conformance with associated requirements. Such inspection rights include access to all state issued IT or other equipment and also includes providing access to employee owned IT equipment for purposes of accessing state information to the extent that the employee chooses to or agrees to use his or her own IT equipment to perform his or her job duties or otherwise. (Agencies may require employees to complete a self certification checklist.)

Alternative Workplace Costs

The employee understand that the state will not be responsible for operating costs that are associated with the employee using his or her home as an alternative worksite, for example, internet service telephone service, home maintenance, insurance, or utilities. The employee understands that the state will not be responsible for costs associated with the employee traveling to or from the official duty station. The employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the state, as provided for by statute and regulation.

Injury Compensation

Employee understands he or she is covered under the Illinois Worker's Compensation Act if injured in the course of actually performing official duties at the main office or the alternative duty station. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately.

Work Assignments/Performance

Employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in the employee's performance plan. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance may be grounds for canceling the alternative workplace arrangement.

Disclosure

Employee agrees to protect state/agency records from unauthorized disclosure or damage and will comply with requirement of the Privacy Act of 1974.

Standards of Conduct

Employee agrees he or she is bound by agency standards of conduct while working at the alternative worksite.

Cancellation

GAC agrees to let the employee resume his or her regular schedule at the main office after proper notice to the supervisor. Employee understands that the agency may cancel the telecommuting arrangement and instruct the employee to resume working at the main office. The agency agrees to follow any applicable administrative or negotiated procedures.

Other Action Nothing in this agreement precludes the agency from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

Telework Agreement
Terms and Conditions of the Telecommuting Program

Employee agrees to participate in this program on a voluntary basis and to adhere to the applicable guidelines and policies.

2. The agreement is made for a specified period of time not to exceed _____. The employee may work at the alternate duty station a maximum of _____ during the agreement period or _____ days per week. Employee agrees to participate in this program for the period of time:

Beginning: _____

And ending: _____

3. Employee's official duty station is:

Employee is allowed to participate in any type of work schedule authorized for use by his/her immediate organization. Normal rules and procedures apply for authorizing, approving, earning and using of leave, overtime, credit hours, compensatory time, etc. Failure to obtain prior approval for overtime work or earning of credit hours may result in the employee's removal from the telecommute program or other appropriate action including discipline.

Employee's time and attendance will be recorded as performing official duties at the official duty station. The normal duty day must be accounted for by hours worked, some form of authorized leave, or any combination thereof. All leave and travel entitlement will be based on the employee's official duty station.

Employee will meet the supervisor or others as necessary, appropriate, or requested in order to perform assigned duties or to fulfill organizational requirements. This includes such activities as attending required training programs, receiving assignments, reviewing completed work, attending meetings, providing progress reports etc.

The use, security, and protection of state property must be in accordance with established policies and procedures. The employee is responsible for immediately notifying his/her supervisor if state-owned property fails to operate properly or is damaged. Employee-owned property, computer equipment, software, etc. is the sole responsibility of the employee.

State-owned computer equipment and software will be serviced and maintained by the state at a location of its choosing. The employee agrees to follow the terms of computer software license and copyright agreements, as well as computer virus and protection requirements and procedures.

The supervisor will determine how frequently, if at all, backup copies of data must be made to protect against loss of data. The supervisor may also require the employee to periodically send backup copies to the main work facility. If local backups are required, the supervisor will direct the employee as to the media to be used for backup purposes.

Employee is covered under the Illinois Worker's Compensation Act if injured in the course of actually performing official duties at the alternate duty station. Any accident or injury occurring at the alternate duty station must be brought to the immediate attention of the supervisor. An investigation may be required following notification.

Provided the employee is given at least 24 hours' advance notice, the employee agrees to permit inspection of the alternate duty station work site area by the state during the employee's normal working hours to ensure either proper operation of state-owned property or worksite conformance with safety standards.

The state will not be liable for damages to an employee's personal or real property during the course of the performance of official duties or while using state equipment at an alternate duty station.

The state will not be responsible for operating costs, internet service, telephone service, home maintenance, insurance, or other incidental costs (e.g. utilities) whatsoever associated with the use of an alternate duty station located at a private residence. By participating in the telecommuting program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the state, as provided by statute and implementing regulations. Claims for authorized miscellaneous expenditure will be promptly filed.

Employee will apply approved safeguards to protect State records from unauthorized disclosure, destruction, or damage and will comply with Privacy Act requirements as set forth in the Privacy Act of 1974

Employee agrees to limit performance of officially assigned duties to the official duty station or the alternate duty site. Employee further agrees to limit use of state provided services, equipment, property, or supplies to work conducted in the performance of official duties and to manage state records in accordance with applicable laws and regulations. Failure to comply with this provision may result in loss of pay, termination of the telecommuting arrangements, and/or other appropriate action including disciplinary action up to and including discharge.

Either the employee or management may end this agreement at any time subject to the procedures outline in the guidance attached.

The agreement may be renewed or extended at the end of the originally agreed upon period.

Supervisor's Signature: _____ Date: _____

Employee's Signature: _____ Date: _____

Program Director's Signature: _____ Date: _____

general approach of advancing family-friendly, flexible and inclusive policies for its staff in order to support and effective and professional workforce, as well as its responsibilities to all employees, clients and constituencies to maintain a safe and efficient workplace.

FLEXTIME & ALTERNATIVE WORK HOUR
PLANS: FOUR-DAY AND NINE-DAY WORK WEEKS

The Guardianship and Advocacy Commission is committed to the principle of equal opportunity for each of its employees. In support of this principle, the Commission offers flexible work arrangements where it is reasonable and practical to do so and where operational needs will not be adversely affected. Although requests related to child-care or caring for elderly or chronically ill relatives will receive the strongest consideration, the Commission will also consider other justifications for flexible work arrangements. In all cases, the burden will be on the employee to identify an appropriate justification in support of the requested arrangement.

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I. REQUESTS

The IGAC will consider requests from all employees, including those on probationary status, for flexible work schedules. Employees have the option to work a regular workweek (which is the default schedule

for all employees), an approved flextime schedule other than a regular workweek, a four-day workweek or a nine-day work schedule. Employees shall request approval of a flextime schedule, a four-day workweek or a nine-day work schedule. Any work schedule must show that the total working time (for full time employees) will equal 75 hours during each two-week period.

II. APPROVAL

Requests for flex time, four-day or nine-day schedules shall be submitted on IGAC Form 3.313. Supervisors shall recommend either approval or denial of any employee's request. Upon approval, the request will be forwarded to the Program Director and IGAC Director for final approval. If the request impacts other divisions, concurrence of administrators affected must be in writing, e.g.: if regional support staff, all programs must approve or deny the request.

Immediate supervisors must assure appropriate office coverage between 8:30 a.m. and 5:00 p.m. and must assure that approval of the request is not expected to have a negative impact on the operation of the Commission. Supervisor's approval must include plans for fifth or tenth day coverage, i.e. for support staff, there must be someone to cover phones during lunch and breaks, not an answering machine; for other staff, someone must provide backup. Supervisors must also determine the ability of the requesting employee to work without supervision during the hours before 8:30 a.m. and after 5:00 p.m.

Final approval of requests for flextime rests with the Director of the Commission, and may be withheld or rescinded. Any modifications to approved schedules must be resubmitted in writing using form 3.313.

III. FLEX TIME, FOUR-DAY and NINE DAY WORK WEEKS

Flextime schedules are individualized to meet employee and agency needs. A basic flextime schedule is one that differs from the default work schedule of 8:30 a.m. to 5:00 p.m., Monday to Friday.

Four-day and nine day work schedules are arranged so that an ordinary number of working hours are performed in fewer days than the regular number of days required to perform a job. These workweeks will be approved subject to consideration of the employee's needs and the operating needs of the agency. The agreed-upon work schedule for each employee may be withdrawn at the will of the Commission and may be rescinded by the Director at any time.

If two or more employees request the same work schedule and the agency is unable to grant all requests within a position classification, approval of such requests shall be granted based on seniority. Exceptions will be considered for hardship conditions.

No schedule providing for a paid meal period will be approved. The requested hours will not require any additional expense on the part of the Commission for the opening and delayed closing of an office. The employee may schedule a half-hour or full hour lunch break.

a. FOUR-DAY WORK WEEK DEFINED

The four-day work schedule gives the employee the option to work four days with one day off in a 5-day work period. The normal workweek shall consist of 37.5 hours notwithstanding the four-day workweek schedule. The four-day workweek shall consist of three 9.5 hour days and one 9.0 day. The employee may choose the day of the week to be off and this day shall remain the same each week.

b. NINE DAY WORK WEEK DEFINED

The nine-day work schedule gives the employee the option to work nine days with one day off within a ten-day work period. The normal workweek shall consist of 37.5 hours; a two-week work period of nine or ten days shall consist of 75 hours. The nine-day work schedule allows the employee to work eight longer days (8.5 hours), one short day (7 hours), and one day off within a ten-day work period. The employee may choose the day to be off and this day shall remain the same for each ten-day work period.

IV. SAMPLE SCHEDULES (variations may also be approved)

A. FLEX SCHEDULE

1. Monday – Friday

Start time 8:00; end time 4:00 (1/2 lunch)

2. Monday, Tuesday, Thursday, Friday

Start time 8:30; end time 5:00 (1 hour lunch)

Wednesday start time 7:00, end time 3:00 (1/2 hour lunch)

B. SAMPLE FOUR DAY WORK SCHEDULES

1. 7:30 AM start time each workday

5:30 PM ending time on short day (9.0 hours)

6:00 PM ending time on three (3) longer days (9.5 hours)

Lunch break 1 hour

One day off per week

2. 7:30 AM Starting Time each work day

5:00 PM ending time on short day (9.0 hours)

5:30 PM ending time on three (3) longer days (9.5 hours)

Lunch break ½ hour

One day off per week

3. 8:30 starting time each work day

6:00 ending time on short day (9.0 hour day)

6:30 ending time on 3 long days (9.5 hour days)

Lunch break ½ hour

One day off per week

C. SAMPLE NINE-DAY WORK SCHEDULES

| | <u>Start</u> | <u>Stop</u> | <u>Lunch</u> | <u>Hour day</u> |
|------------|--------------|-------------|--------------|-----------------|
| Schedule 1 | 7:30 a.m. | 5:00 p.m. | 1 hour | 8.5 |
| 7:30 a.m. | 3:30 p.m. | 1 hour | 7 | |

| | | | | |
|------------|-----------|-----------|---------|-----|
| Schedule 2 | 7:30 a.m. | 4:30 p.m. | .5 hour | 8.5 |
| | 7:30 a.m. | 3:00 p.m. | .5 hour | 7 |
| Schedule 3 | 8:00 a.m. | 5:30 p.m. | 1 hour | 8.5 |
| | 8:00 a.m. | 4:00 p.m. | 1 hour | 7 |
| Schedule 4 | 8:00 a.m. | 5:00 p.m. | .5 hour | 8.5 |
| | 8:00 a.m. | 3:30 p.m. | .5 hour | 7 |
| Schedule 5 | 8:30 a.m. | 6:00 p.m. | 1 hour | 8.5 |
| | 8:30 a.m. | 4:30 p.m. | 1 hour | 7 |
| Schedule 6 | 8:30 a.m. | 5:30 p.m. | .5 hour | 8.5 |
| | 8:30 a.m. | 4:00 p.m. | .5 hour | 7 |

V. APPLICATION OF BENEFIT TIME & TIMEKEEPING CONSIDERATIONS

Sick days will continue to accrue in increments of 7.5 hours per month and vacation days will accrue monthly in accordance with the Personnel Rules and the respective collective bargaining agreements.

A. 4 DAY WORKWEEK EMPLOYEES

1. PERSONAL DAYS

Personal days may be taken in the following increments:

- 1.0 hours initially , followed by .5 increments after the first hour
- 4.5 hours (half-day) or multiples thereof
- 5.0 hours (half-day)
- 9.5 hours (whole days)

When the personal day balance has been exhausted to less than 2.0 hours or 4.5 hours, whichever is appropriate, the employee may liquidate the account by taking the otherwise unallowable increment(s) off.

Personal leave may be used in increments of 1.5 or 2.0 hours in conjunction with a holiday.

2. SICK LEAVE

Sick leave may be taken in the following increments:

- 1.0 hour or multiples thereof
- 4.5 hours or multiples thereof
- 5.0 hours
- 9.5 hours

3. VACATION

Vacation may be taken in the following increments:

- 1.0 hour or multiples thereof
- 4.5 hours or multiples thereof
- 5.0 hours
- 9.5 hours

4. HOLIDAYS

When a holiday occurs on an employee's normally scheduled day off, the employee will receive 7.5 hours of equivalent time off. When a holiday occurs on an employee's normally scheduled workday, the employee will complete a GAC 152, Official Leave Request, accounting for the time as follows:

- (a) 1.5 or 2.0 hours from Personal Business
- (b) 1.5 or 2.0 hours from Compensatory Time
- (c) 1.5 or 2.0 from accumulated Holiday Time
- (d) 1.5 or 2.0 hours from Vacation Time

Dock time may be used only when Personal, Compensatory, Holiday and Vacation times are at zero balance. When this occurs, dock time may then be used to pay back the holiday. Accumulated sick time may not be used for this purpose

B. NINE DAY WORKWEEK EMPLOYEES

1. PERSONAL DAYS

Personal days may be taken in the following increments:

| | |
|--------------------------------|--------------------------------|
| <u>Full day (8.5 hours):</u> | <u>Short day (7.0 hours):</u> |
| 1.0 hour initially | 1.0 hours or multiples thereof |
| Followed by .5 increments | Followed by .5 increments |
| After the first hour | After the first hour |
| 2.0 hours or multiples thereof | 2.0 hours or multiples thereof |
| 4.5 hours (half-day) | 3.5 hours (half-day) |
| 4.0 hours (half-day) | 7.0 hours (whole day) |
| 8.5 hours (whole day) | |

When the personal day balance has been exhausted to less than one of the increments listed above, the employee may liquidate the account by taking the otherwise unallowable increment(s) off.

Personal leave may be used in increments of 1.5 or 2.0 hours in conjunction with a holiday.

2. SICK LEAVE

Sick leave may be taken in the following increments:

| | |
|--------------------------------|-------------------------------|
| <u>Full day (8.5 hours):</u> | <u>Short day (7.0 hours):</u> |
| 1.0 hour or multiples thereof | 1.0 hour or multiples thereof |
| 4.5 hours or multiples thereof | 3.5 hours |
| 4.0 hours | 7.0 hours |

8.5 hours

3. VACATION

Vacation may be taken in the following increments:

| <u>Full day (8.5 hours):</u> | <u>Short day (7.0 hours):</u> |
|--------------------------------|-------------------------------|
| 1.0 hour or multiples thereof | 3.5 hours |
| 4.5 hours or multiples thereof | 7.0 hours |
| 4.0 hours | |
| 8.5 hours | |

Vacation may be used in increments of 1.5 or 2.0 hours in conjunction with a holiday.

4. HOLIDAYS

When a holiday occurs on an employee's normally scheduled day off, the employee will receive 7.5 hours of equivalent time off. When a holiday occurs on an employee's normally scheduled workday, the employee will complete a GAC 152, Official Leave Request, accounting for the time as follows:

7.5 hours of Holiday Time and the balance as:

- (a) 1.0 hour from Personal Business
- (b) 1.0 hour from Compensatory Time
- (c) 1.0 hour from accumulated Holiday Time
- (d) 1.0 hour from Vacation Time

When a holiday occurs on an employee's regularly scheduled short workday (7.0 hours), the agency will owe the employee 0.5 hour of Holiday Time.

Dock time may be used only when Personal, Compensatory, Holiday and Vacation times are at zero balance. Accumulated sick time may not be used for this purpose

Flex Time Form

Volunteer Tracking Policy
Personnel Section 3.310

Tracking Volunteer Hours

Each IGAC Regional Office may utilize volunteers for clerical, legal and other specified duties. It is the responsibility of the regional office to track all volunteer hours in a spreadsheet and to submit these hours on a monthly basis to the Officer of Policy and Information. (Currently Gina Rossi- Chicago General) Each regional office shall submit all volunteer hour totals before the tenth day of the next month. (November volunteer totals are due by December 10th) The document should include the name of the volunteer, a brief description of duties, and the monthly total of hours donated to IGAC. This agreement excludes HRA volunteer's time, which is tracked separately.