

## MISSOULA COUNTY TELECOMMUTING POLICY

### Purpose

Missoula County is a welcoming community where every person can thrive and as an employer is committed to:

- Attracting and retaining a diverse and talented work force that reflects our community;
- Reducing operational costs without sacrificing quality of service or employee productivity;
- Reducing its carbon footprint; and
- Promoting the health, safety and wellbeing of its employees.

The county supports telecommuting as a work arrangement that strengthens the resiliency of our workforce and connectivity to our customers and stakeholders. At the same time, because of the breadth and depth of Missoula County's services and responsibilities, telecommuting levels will vary across the county and may not be an option for every department, agency, line of business, team or individual.

Departments and agencies shall manage their workforces in accordance with this policy and implement consistent and equitable telecommuting procedures for employees whose duties can be managed remotely. This telecommuting policy shall supersede all prior and existing telecommuting or telework policies.

### Scope

This policy is applicable to all County departments and entities. Departments may apply additional requirements due to the nature of their work as long as they are equal to or more restrictive than these standards. In the event any provision of this policy conflicts with an applicable provision of a collective bargaining agreement or binding past practices, the latter shall prevail.

### Administration

Missoula County departments and agencies shall manage their respective workforces based on business needs, the needs of those they serve and the roles and responsibilities of their employees – all of which can shift and evolve over time. The use of telecommuting is a management option, at the discretion of each department head, and no employee is entitled to, or guaranteed the opportunity to, telecommute. Additionally, no employee is entitled to work from a county worksite if their department determines the work associated with their position will be performed remotely.

The Director of Human Resources has final authority for administering, interpreting, and applying the terms of this policy.

Temporary telecommuting arrangements may also be mandated in response to emergency situations. Temporary telecommuting arrangements do not create a binding past practice that requires approval of a future telecommuting arrangement.

## References

Missoula County Human Resource Policies  
Missoula County Policy 2016-01 Acceptable Use of Technology

## Definitions

"*County Worksite*" means the Missoula County worksite where the employee would be required to work if they did not telecommute.

"*Telecommuting*" means an arrangement where an employee works one or more days each work week from a remote location, usually the employee's home, instead of commuting to a predetermined assigned county worksite.

## Policy

Employees may request a telecommuting arrangement or a waiver from a mandatory telecommuting arrangement. The county may, at its discretion, set up alternative worksites for employees whose departments require telecommuting. Requests shall be in writing and submitted to the employee's immediate supervisor; denied requests may be appealed to the employee's department director or designee.

Additionally, independent of worksite or telecommuting status, all employees are subject to the basic duties, obligations and responsibilities of county employment and are expected to adhere to all county policies.

Failure to abide by the terms of this policy and/or any other Missoula County policies above may result in discipline, up to and including termination.

## Location

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As a public employer whose taxpayers pay employees' salaries, it is important that Missoula County employees live in or near the region they serve. Additionally, telecommuting employees may be called to report to a county worksite on or during a regularly scheduled telecommuting workday. Therefore, Missoula County would prefer that all employees reside within Montana State and within a reasonable distance to their primary county worksite to respond to workplace reporting requirements. Exceptions may be granted after a formal request by the department after review by the Director of Human Resources, Director of Risk Management & Benefits, Chief Finance Officer, and Chief Information Officer.

Telecommuting employees may work at locations outside of their home upon approval by the department head; provided those locations are also within a reasonable distance to their primary county worksite. Employees wishing to *temporarily* telecommute from locations outside a

reasonable distance to their primary county worksite shall obtain prior approval from their immediate supervisor. Employees who wish to *temporarily* telecommute from out of state or country shall submit a written request to their department head. The department head shall forward the employee's request to the Director of Human Resources, Director of Risk Management & Benefits, Chief Finance Officer, and Chief Information Officer. The Director of Human Resources, after consultation with the Director of Risk Management & Benefits, Chief Finance Officer, and Chief Information Officer, may approve or deny the request. The approval or denial shall be in writing.

### The Telecommuting Agreement

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As a pre-condition to telecommuting, each employee shall review and sign a Missoula County *Telecommuting Agreement* to certify their understanding of, and agreement with, the terms of this policy. The *Telecommuting Agreement* shall include:

1. The employee's expected regular schedule, including days of the week they will be telecommuting, and hours worked per day;
2. The address of the employee's expected worksite (usually the employee's home), plus any alternative worksites; and
3. The work expectations of the telecommuting employee and any specific safety and security responsibilities.

Telecommuting Agreements may be terminated at any time by an employee's immediate supervisor. It is recommended that two weeks' notice be given, if possible, or notice as required by an applicable collective bargaining agreement.

### Timekeeping and Leaves

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County employees' wages, benefits and leave accruals are unaffected by telecommuting status. Telecommuting employees are subject to the following standard practices:

- Hourly employees must document their daily shift start and end times, and their break and meal periods;
- Hourly employees must enter their time during the workday;
- Any hours worked beyond an hourly employee's normal work schedule must be authorized in advance by the employee's immediate supervisor;
- If an hourly employee works beyond their normal work schedule without prior approval, they must report the additional time worked to their immediate supervisor the next workday; and
- Any leave or benefit time off during a telecommuting employee's scheduled workday must be pre-arranged according to departmental guidelines for requesting leave.

No employee shall be prohibited from having access to an alternative or flexible work schedule due to telecommuting status. Agreed upon alternative or flexible schedules should conform with existing Human Resource policies and be documented in the employee's *Telecommuting Agreement*.

In the event a telecommuting employee is directed to report to a county worksite after the employee has started working, the time spent traveling from the employee's home (or other alternative non-county worksite) to the county worksite shall be treated as "job site" to "job site" travel, and the

employee's travel time shall be counted as hours worked and compensated accordingly. However, if the telecommuting employee is directed to report to any county worksite to begin their workday, travel time to the worksite shall be treated as regular commuting, or "home to job site" travel, and considered time spent commuting which is not compensable. Whenever possible, supervisors should give at least one day's notice when directing telecommuting employees to report to a county worksite. Mileage reimbursement shall be administered according to the county's established travel reimbursement policies.

## Responsibilities

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### Employee Responsibilities

Employees are responsible for abiding by the terms of this policy and the conditions of their individual *Telecommuting Agreement*. Telecommuting employees shall:

- Maintain a high level of public service;
- Successfully balance the expectation of productive work by not performing any non-county work, including personal or household responsibilities during the telecommuting workday;
- Perform according to established workplace expectations and communication protocols, including workplace-appropriate dress and video conferencing backgrounds;
- Not perform non-county work during their telecommuting work schedule;
- Not hold work meetings with other county staff, vendors, external clients or customers at the employee's home or other approved telecommuting location; and
- Limit use of county equipment for personal use to de minimus use consistent with the county's Acceptable Use of Technology Policy.

### Employee home workspace and safety responsibilities – employees shall:

- Maintain a workspace with an internet connection where they can reliably perform work and remain available and responsive during scheduled work hours;
- Maintain a safe, productive and functional workspace, in addition to other areas that may be necessary to support telecommuting. To assist in assessing workplace safety, Missoula County requires telecommuting employees complete the *Telework Home Office Safety Checklist*.
- Be responsible for injuries to third parties, including members of the employee's family on the employee's premises; and
- Receive authorization from their immediate supervisor before using their personal vehicle to conduct county business.

In the event of a job-related incident, accident or injury during telecommuting hours, the employee shall report the incident to their supervisor as soon as possible and follow established procedures to report and investigate workplace injuries or incidents. The employee must also allow the county to inspect the home worksite if a job-related incident, accident or injury has occurred.

### Employee security responsibilities – employees shall:

- Maintain and secure county-provided equipment in the employee's home or alternative

worksite. County laptops should not be left unattended in a vehicle, if possible;

- County work functions will be performed on County owned assets and the use of personal computers should be avoided.
- Employee will maintain regular contact with the County network on County owned computers via VPN to ensure updates and proper functionality.
- Return county-provided equipment promptly when requested;
- Maintain the confidentiality of county information and documents;
- Prevent unauthorized access to county systems and data;
- Maintain and dispose of work-related documents in a secure and appropriate manner via cross cut shredding or return of digital media to Missoula County IS;
- Not have an expectation of personal privacy for any activity they engage in using county resources, as all activity on county equipment is public record.

Employees will be responsible for the maintenance and repair of their personal equipment. (Note: county information stored on an employee's personal device may be subject to public records disclosure requirements).

## County Responsibilities

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The county shall provide the following equipment and services that support the employee's ability to telecommute effectively:

- A county issued laptop with access to needed county systems;
- Telephone communications equipment as needed.
- General office supplies (such as paper and pens);
- Routine maintenance and repair of county-provided equipment; and
- Any other specialized equipment needed to complete the employee's standard work or for reasonable accommodation.

Additional equipment that an employee needs for their home workspace requires the approval of the department head, or their designee.

The County will not:

- Furnish the workspaces or home offices of telecommuting employees or reimburse employee out-of-pocket expenses for office furniture;
- Reimburse employees for home internet service, utility costs or any other unapproved out-of-pocket expenses; or
- Maintain, repair or provide technical support for an employee's personal devices.

## Workers' Compensation program:

- Covers telecommuting employees when job-related injuries occur in the home or other agreed upon telecommute worksite during the employee's scheduled work period;
- Does not apply to non-job-related injuries that occur in an employee's home or other agreed upon telecommute worksite; and
- Does not cover claims for injuries to third parties, including members of the employee's family that occur on the telecommuting employee's premises.

#### Self-Insurance program:

- Covers Missoula County employees from personal liability to a third party when they were acting in good faith and within the scope and course of their employment.
- Failure to operate county or personal vehicles while on county business consistent with county policies, may result in discipline, up to and including termination.

#### County Management Responsibilities

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Missoula County management shall ensure that telecommuting employees abide by the terms of this policy while maintaining a high level of public service. Management shall:

- Establish, document and implement processes for employees to submit requests to telecommute or requests for waivers from telecommuting;
- Establish, document and implement processes for reviewing, granting or denying such employee requests; and
- Ensure that employees are provided with the resources, training, equipment and supplies necessary for effective telecommuting.

#### Missoula County supervisors and managers shall:

- Be available to engage in regular, predictable and supportive communication with their telecommuting teams and employees;
- Establish and monitor performance expectations and protocols for their telecommuting employees; and
- Monitor employees' telecommuting schedules.

#### Department Directors (or their designees) shall:

- Monitor policy use by immediate supervisors and managers to ensure that the policy is being applied consistently and equitably.

#### Questions/Comments

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Refer questions or comments to the Director of Human Resources

## TELECOMMUTING AGREEMENT

<b>Employee's Name</b>	<b>Classification</b>	<b>Date of This Request</b>
<b>Division</b>	<b>Section</b>	<b>Workgroup</b>
<input type="checkbox"/> Non-Represented/Non-Union <input type="checkbox"/> Represented/Union Local:	<input type="checkbox"/> FLSA Exempt (Salaried) <input type="checkbox"/> Non-Exempt (Hourly)	<b>Effective Date of Telecommuting</b>

### Schedule of Telecommuting Days

	Time Start/End	Lunch or other non-work hours
Monday	____/____	_____
Tuesday	____/____	_____
Wednesday	____/____	_____
Thursday	____/____	_____
Friday	____/____	_____
Saturday	____/____	_____
Sunday	____/____	_____
Variable	____/____	_____

- ☐ I will telecommute due to an emergent event (*e.g.*, inclement weather), or as otherwise directed by management.

### Telecommuting Work Sites

Home Work Site Address: \_\_\_\_\_

Alternate Remote Work Locations: 1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Pursuant to Missoula County Telecommuting Policy, this is the Telecommuting Agreement between the named employee and the designated supervisor which provides the method for administering the policy.

Missoula County supports telecommuting as an alternative work arrangement and allows supervisors to implement telecommuting arrangements for eligible employees. This agreement provides the parameters for equipment and/or working conditions for employees who telecommute, including those employees who telecommute utilizing a Virtual Private Network

Per the Telecommuting Policy, "telecommuting" means working one or more days in a given workweek from home or other approved location instead of commuting to their assigned worksite. "Assigned Worksite" means the Missoula County worksite where the employee would be required to work if they did not telecommute. If any of the provisions of this agreement conflict with the language in the applicable collective bargaining agreement, the provisions of the collective bargaining agreement will prevail.

A request to terminate or extend this Agreement may be proposed by the employee or the supervisor at any time. Generally, it is recommended that two weeks notice be given, if possible.

#### **A. DEPENDENT/CHILD CARE**

##### ***I AGREE:***

That I will not provide in-home care for my children or dependents during my telecommuting working hours. This provision does not apply in the event of an emergency as determined by management, *e.g.*, schools are closed due to inclement weather. This provision also does not apply in circumstances negotiated between the employee, department management, and Missoula County Human Resources.

#### **B. EQUIPMENT & SOFTWARE**

##### ***I AGREE:***

1. To use any county equipment or software in accordance with the Missoula County Acceptable Use of Technology Policy.
2. To use county owned equipment and software when telecommuting. Should extenuating circumstances require use of personal equipment while telecommuting, I agree to not allow non- employees to use any personally owned computer or laptop when it is accessing the county network with the connecting software.
3. To disable the VPN or other connection when I am not using it.
4. To lock the computer via control+alt+delete or Windows key+L when temporarily leaving computer unattended.
5. To promptly return all county-owned software, equipment and documents when requested.
6. To follow all software licensing provisions agreed to by Missoula County. This includes uninstalling any county-provided software when it is no longer required for county operational purposes or if I leave county employment.
7. To allow the county to pursue recovery for county property under my care, custody, or control that is deliberately or negligently damaged, destroyed, or lost.
8. Not to hold the county responsible for personal property used, lost, damaged or destroyed.
9. Additional telecommuting equipment or service expenses (such as an additional telephone line, ISP connection fees or software), if any, must be approved in advance. Any approved equipment will be paid for or reimbursed and is considered county property.

#### **C. SECURITY**

##### ***I AGREE:***

1. To maintain the confidentiality of all county information and documents, prevent unauthorized access to any county system or information, and dispose of work-related documents in a manner that will not jeopardize the interests of the county.
2. I will adhere to applicable Missoula County policies relating to remote access and use of VPN connections while telecommuting.
3. Missoula County has the right to monitor all information generated and actions performed using remote access technology while I am telecommuting.
4. I will only use county issued equipment to perform the duties of my job at my remote work site unless personal equipment is approved for use by the Missoula County

Technology Department.

5. I am responsible for all activity originating from my account credentials (username and password).

#### **D. WORKING CONDITIONS APPLICABLE TO ALL EMPLOYEES**

##### ***I AGREE:***

1. I must be able to communicate with my supervisor or other authority via an electronic method (e.g., telephone or email) and that if I am unable to so communicate, I do not have authorization to telecommute.
2. To utilize available services through Missoula County to establish a connection with my assigned telephone line. Should it be necessary, I agree to call the office or access my voicemail to obtain messages daily and/ or on the schedule my supervisor requires while working at home/remote location.
3. My supervisor or other authority may call me to work at an assigned worksite for operational reasons.
4. I will not receive compensation nor commute expenses for my normal commute to and from the assigned worksite, unless provided for by a provision in a collective bargaining agreement.
5. My duties, obligations, and responsibilities of a telecommuting employee are the same as office-based workers, including my obligation to respond to my voicemail, e-mail and other messages in a timely manner.
6. I will take my meal break and rest breaks during my telecommuting work time.
7. Should a situation arise necessitating the use of sick leave, I can utilize sick leave on a telecommuting workday but must report the absence in the same manner as office-based employees.
8. While telecommuting, I am expected to be working at the above-listed home/remote locations during my telecommuting work schedule. I understand that personal leave time normally scheduled during a scheduled workday must be arranged in the same manner as is required of office-based employees.
9. I am responsible for maintaining a safe and ergonomic working environment, including the work area, bathroom, and other areas that may be necessary for working during my telecommuting work time. Workers' Compensation will not apply to non-job-related injuries that occur in the home. I remain responsible for injuries to third parties or members of my family on my premises. I understand that Missoula County will not be responsible for injuries to third parties or family members that occur on my premises.
10. In the event of a job-related incident or accident during telecommuting hours, I need to report the incident to my supervisor as soon as possible and follow established Missoula County Human Resource policies regarding the reporting and investigation of workplace injuries or incidents.
11. I will allow home office inspections conducted by the county to address safety and ergonomic workplace concerns or if a job-related incident or accident has occurred.
12. I will not hold in person work-related meetings at my residence, unless specifically authorized in advance.

13. I will not conduct any unauthorized external (non-county) work or activities during my telecommuting work schedule.
14. I will participate in any county-sponsored telecommuting training.
15. I will abide by all terms of the Telecommuting Policy.

#### **E. WORKING CONDITIONS APPLICABLE TO HOURLY EMPLOYEES ONLY**

##### ***I AGREE:***

1. As an overtime-eligible (“hourly”) employee under the FLSA, I understand that telecommuting and accessing work through the connecting software is considered work time. Therefore, I will only use the connecting software when directed to work from my telecommuting location by my supervisor or other designated authority for purposes performing my work functions.
2. I understand that any hours beyond my normal work schedule must be authorized in advance by my supervisor.

#### **F. ADDITIONAL DEPARTMENT-SPECIFIC CONSIDERATIONS**

##### ***I AGREE:***

To abide by any additional considerations that meet my work unit’s operational needs as identified below and which I have discussed with my supervisor.

#### **G. AGREEMENT**

By signing below, I certify that I have read, understand and agree with the terms outlined in Missoula County’s Telecommuting Policy and this Telecommuting Agreement. I also agree to comply with other applicable Missoula County direction and policies including guidelines for computer use, data confidentiality and security.

Employee's Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

Division Approval			
<input type="checkbox"/> Approved	Division Director/Designee – Name	Division Director/Designee – Signature	Date
<input type="checkbox"/> Denied			

*If denied, must state reason:*

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Per the Telecommuting Policy, after an employee begins a telecommuting arrangement, supervisors should conduct periodic reviews with the employee to evaluate the success of the arrangement. A first-time telecommuter should be reviewed during the first 45 days, at the end of 3 months, at the end of 6 months and after 1 year.

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<b>Effective Date of Agreement</b>	<b>Date Initial Agreement Expires</b>	<b>Approved telecommuting schedule</b>
<b>Date of First Renewal</b>	<b>Date First Renewal Expires</b>	<b>Modifications to initial agreement</b>
<b>Date of Second Renewal</b>	<b>Date Second Renewal Expires</b>	<b>Modifications to first renewal</b>
<b>Date of Third Renewal</b>	<b>Date Third Renewal Expires</b>	<b>Modifications to second renewal</b>

cc: [employee]  
[employee's] personnel file