

TELECOMMUTING AGREEMENT

Employee's Name	Classification	Date of This Request
Division	Section	Workgroup
<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)	Effective Date of Telecommuting

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:

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.

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

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