



## MCADSV Telecommuting Agreement

This is an agreement between the Montana Coalition Against Domestic and Sexual Violence (MCADSV) and (Employee). This agreement establishes the terms and conditions applicable to performing work at an alternative work site on a regular basis.

### **Duration:**

This agreement will be valid until canceled by MCADSV or the employee.

### **Work Hours:**

Work hours and location are specified as part of this agreement.

### **Pay and Attendance:**

All pay and leave will be based on the employee's official MCADSV position. The employee's time and attendance will be recorded as if performing official duties at the Helena, MT office.

### **Leave:**

Employees must obtain supervisory approval before taking leave in accordance with established procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.

### **Overtime:**

An employee working overtime approved in advance will be compensated in accordance with applicable law and rules. The employee understands that failing to obtain proper approval for overtime work may result in the telecommuting agreement's being canceled.

### **MCADSV Owned Equipment:**

In order to perform their work effectively, employees will be provided the use of a laptop computer. They can also take home other needed supplies depending on the situation and duration of telecommuting agreement. Such as a monitor, chair, mouse, keyboard, phone, etc. Other equipment may be supplied with the approval of the Executive Director. MCADSV owned equipment must be protected against damage and may be used for MCADSV work only. MCADSV owned equipment will be serviced and maintained by MCADSV. MCADSV equipment must be returned to the office upon completion of the telecommuting agreement.

**Liability:**

MCADSV will not be liable for damages to the employee's property resulting from participation in the Telecommuting Program.

**Cost:**

MCADSV will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities), associated with the use of the employee's residence. The employee will be reimbursed for authorized expenses incurred while conducting official duties at the Telecommuting location, including business calls, paper and other supplies.

**Workers' Compensation:**

The employee is covered by Workers' Compensation if injured in the course of performing official duties at the Telecommuting location. If an employee incurs a work-related injury while telecommuting, workers' compensation laws and rules apply just as they would if such an injury occurs at the MCADSV office. Employees must notify their supervisor immediately and complete all necessary and/or management-requested documents regarding the injury.

**Work Assignments and Meetings:**

Work Assignments will be provided by the supervisor and can be communicated in person, by phone, and by email. The employee will complete all assigned work according to procedures determined by the supervisor. The employee is expected to call into all staff meetings, supervisory meetings, and other project or event related meetings with staff.

**Dependent Care:**

Both parties agree that the Telecommuting Program will not be a substitution for in-home child or dependent care. If a child or dependant is present during scheduled work hours, the employee must agree to make arrangements for the care of that child or dependant. If a child or dependant is ill, however, the employee may, on a temporary basis, provide primary care for that child or dependant while telecommuting or use Sick/Personal leave or a different kind of leave available, subject to the approval of the employee's supervisor.

**Employee Rights:**

The implementation of the telecommute work option, as defined herein, should not be construed to change or alter personnel management practices, such as rest periods, leave time, holidays and pay.

All forms of telecommuting imply an employer-employee relationship with the employee receiving the same benefits and incurring the same responsibilities as a non telecommuting employee.

**Performance Standards and Evaluation:**

Performance standards and employee accountability for quantity and quality of their work will not change due to participation in the telecommuting program. As in "regular" office assignments, supervisors and employees must discuss and understand what is expected to be produced during telecommuting and when it is due. Supervisors and employees must also arrange when/how to make contact with each other on telecommuting day(s). The evaluation of the employee's job performance will be based on established standards.

**Sick/Vacation Leave:**

If participants in the program are sick and unable to work in their telecommuting location, they are required to report those absences when they are unable to work as they would in a normal office setting. All use of vacation, sick/personal leave, or any other type of leave is subject to approval by the employee's supervisor.

**Security/Confidentiality of Information:**

Employee's who telecommute are expected to follow all appropriate rules and regulations of MCADSV regarding security and confidentiality of information, including computer data and files security. The employee will apply approved safeguards to protect records from unauthorized disclosure or damage. All records, papers, and correspondence must be safeguarded for their return to the office. MCADSV will cover the cost for appropriate secured storage of materials, such as a locking file cabinet if needed.

**Responsibility for Equipment Assignment, Usage and Maintenance:**

- All maintenance on any MCADSV-supplied equipment will be performed by an MCADSV authorized person at the Helena, MT office (or remotely as possible) at MCADSV's expense. Employees must bring equipment to the Helena, MT office at least twice yearly for maintenance and update.
- MCADSV will repair or replace, if practical, lost, damaged, or stolen MCADSV owned equipment provided the employee has taken appropriate precautions to safeguard the equipment.
- Employees may not use MCADSV provided equipment or use or duplicate MCADSV software for personal use or allow non-MCADSV personnel to use it. Passwords may not be stored on employee-owned equipment and security measures must be initiated whenever the computer is left unattended.
- Telecommuting employees must return MCADSV provided equipment to the MCADSV office in Helena, MT when requested by their supervisor or when employment is terminated. Software provided by MCADSV remains the property of MCADSV and shall be returned at the end of the telecommuting agreement or upon termination of employment.
- As appropriate, a telecommuter may have access to MCADSV's communication network, including electronic mail, calendar and/or telephone contact between the employee and supervisor. The extent of this access can vary.

- If the telecommuter is using personal computer equipment for telecommuting, the hardware and software must be compatible with MCADSV configuration. An employee who telecommutes and who elects to use the employee's personal computer is expected generally to provide any necessary hardware and telephone lines to telecommute successfully.
- Expenses for the employee's equipment and work site (e.g., maintenance, repair, insurance) are the employee's responsibility.
- The employee shall release MCADSV from any and all liability resulting from the use of his/her own computer.
- Telecommuters shall comply with computer software licensing agreements, MCADSV policy and federal laws, including copyright and patent laws.
- Use of MCADSV provided software and data supplies at a remote work location is limited to the authorized employee and is authorized for purposes related to MCADSV business only.
- Products, documents and other records used and/or developed while working under a telecommuting agreement will remain the property of, and be available to, MCADSV.
- Upon termination of the telecommuting agreement, the employee will immediately return all MCADSV property.

#### **Liability Considerations:**

If an employee is conducting authorized MCADSV business and his/her actions are within the course and scope of his/her employment, the MCADSV's liability is the same whether the employee is at home or at a regular work location. Therefore, employees who work at home must keep their home offices in a businesslike manner, and as clean and free from hazards as their regular MCADSV office, in order to minimize the chance of accidents. Work-related accidents shall be reported to the supervisor immediately.

#### **Health and Safety:**

Home offices must be clean and free of obstructions. The home must be in compliance with all building codes. The facility must be free of hazardous materials. Telecommuting employees are responsible for ensuring their homes comply with these health and safety requirements. In addition, they should also have furniture, seating, and lighting that is conducive to a good work environment. The home "office" also should be out of the home "line of traffic", especially if other members of the family are present during working hours. Management may deny an employee the opportunity to telecommute or may rescind a telecommuting agreement based on unsafe conditions in the home or suspected hazardous materials at the home facility.

#### **Inspection:**

MCADSV retains the right to visit the home work environment and/or make inquiries as to the status of the home work environment. Any such visits shall be coordinated with the employee and have the employee's consent. Failure to maintain a proper and safe

work environment, as determined by management, is cause for an employee's immediate termination from the telecommuting program.

**Discontinuing Participation:**

An employee may voluntarily choose to discontinue the telecommuting assignment. Abuse of telecommuting or violations of this agreement may result in this telecommuting agreement's being discontinued.

Additionally, the supervisor may determine that in an emergency situation, telecommuting schedules may have to be adjusted or that a temporary suspension of the telecommuting agreement due to operational necessity is required.

The employee's supervisor may terminate a telecommuting agreement at any time.

**Work Hours and Location:**

The following are the working hours and locations which are agreed to as part of the Telecommuting Program.

Telecommuting location:

Work days and hours:

**Travel Policy and Reimbursement:**

For employees who are designated as remote employees and whose designated work site is their "home" location, MCADSV will cover the travel expenses for them to perform supervisor approved work activities. This includes the employee attending non-Coalition trainings or events and MCADSV trainings, events, and in-office activities (Helena office).

**Mileage and Per Diem:**

When commuting to the Helena office, remote employees will be reimbursed for mileage or rental car, or the cost of an airline ticket. Remote employees must use the least expensive option if possible. Per Diem for qualified work days will be provided (this does not include weekends or personal days while in travel status). Per Diem amounts will be determined by MCADSV's designated rate for Montana or the GSA rate for other out of state travel.

**Lodging:**

In order to contain cost, remote employees agree to use hotel nights as the last resort for lodging options when visiting the home office in Helena. Remote employees will be asked to utilize free housing options. With prior approval from their supervisor, remote employees may be permitted to incur lodging costs while in Helena in particular situations. For any travel other than to the Helena office, lodging costs will be covered for the remote employee per general MCADSV travel policies.

**Prior Approval Required:**

All travel requests for remote employees to the Helena office must be submitted in writing to the Executive Director prior to booking the travel. In some circumstances, an employee may have to follow their request by submitting the formal Staff Travel Request form for documentation purposes. Remote employees will also utilize the Staff Travel Request form for all other out-of-state travel according to general MCADSV travel policies for all employees.

**Additional Conditions of Agreement (dependent upon employee circumstance):**

*The current use of this telecommuting agreement is for all MCADSV staff during the COVID 19 pandemic. MCADSV office is closed and all staff are required to work remotely. Staff is allowed to conduct work in the MCADSV offices with permission and when the office is not occupied by another staff person. MCADSV is utilizing the shared staff calendar to coordinate in-office time.*

*This agreement will end upon completion of the MCADSV offices being closed.*

Any employee who violates this policy and procedure may be subject to discipline, up to and including dismissal. We agree to abide by the terms and conditions of this agreement. A copy of the agreement shall be placed in the employee's official personnel file.

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Executive Director:** \_\_\_\_\_ **Date:** \_\_\_\_\_