



**MOUNTAIN REGIONAL WATER**  
**SPECIAL SERVICE DISTRICT**

MEMORANDUM

To: Summit County Council

From: Lisa Hoffman, Assistant General Manager

Date: April 22, 2021

Subject: Telecommuting Policy

**Recommended Action**

The District's Administrative Control Board recommends the Summit County Council approve the updated District Personnel Policies to include a Telecommuting policy, included behind this memo.

No other changes to the Personnel Policies have been made, accordingly the full document has not been included.

**Background**

Due to the COVID-19 pandemic, many of the District's administrative staff began telecommuting in order to maintain adequate social distancing and to keep limited number of staff in the office. Some District staff have found telecommuting to be beneficial for work/life balance and to provide for more flexibility with employee schedules. This policy also recognizes the benefit to the District to help meet Summit County's strategic plan supporting sustainability, better air quality, reduced traffic and extending the life of capital facilities.

The District would like to adopt the same Telecommuting policy, which was adopted by Summit County in October 2020. The policy has been modified slightly for name/title changes, but is the same in all other respects. Additionally, the District's policy has been reviewed by Summit County's Personnel Director, David Warnock. This policy will help to more formally define the roles and responsibilities of the employee and the District when engaging in telecommuting.

**I. Telecommuting**

*Adopted \_\_\_\_\_, 2021*

Telecommuting is a workplace alternative where a Supervisor and employee agree that an employee or employees may perform some or all of their assigned duties at home or at a remote location. The District recognizes that some work may be done through telecommuting and that this option is a benefit to the District to help meet the Summit County strategic plan supporting sustainability, better air quality, reduced traffic, extending the life of capital facilities, and giving employees a more beneficial work/life balance. The option of telecommuting is a prerogative of the District and not an entitlement of the employee. Telecommuting may be initiated by the Supervisor, or may be requested by an employee. Supervisors and employees who desire to telecommute shall complete the Telecommute Proposal Form as discussed below and submit the Supervisor approved form to the Assistant General Manager. Approved Telecommuting Plans ("Agreements") are a management tool and do not change the basic terms and conditions of employment. Agreements may be temporary or permanent as agreed to by the parties and shall be part of the employee's personnel file.

Management of telecommuting employees shall conform to the terms of an agreement and the policies of the District. Telecommuting employees shall be managed and treated the same as in-situ employees and shall be afforded the same opportunities for evaluations, training, assignments, job advancement or other growth opportunities. Management should understand that managing telecommuting employees may require additional duties depending on circumstance and managers are expected to perform the terms under an agreement the same as an employee.

1. Eligibility: To be eligible for telecommuting, the following requirements must be met:
  - a. The employee's job description should indicate whether the essential functions may be performed remotely.
  - b. Where the job description has not yet been modified to indicate eligibility, the employee must not have, as their essential job function, duties which require on-site activity that cannot be handled remotely or at an alternate worksite as determined by the Supervisor and Assistant General Manager.
  - c. If a telecommuting agreement is requested by an employee, the employee must currently be in good standing and not under any disciplinary action or corrective action plan.
  - d. A determination by the Supervisor and Assistant General Manager that allowing the employee to telecommute will not diminish the service to the public and to the District required by law.
2. Review and Approval: The Supervisor shall review the telecommuting request taking into consideration the following factors:
  - a. Needs of the department,
  - b. Needs of the employee,
  - c. Ability of the employee to perform the job duties and the Supervisor to assess and review the work performed,

- d. Availability and costs of necessary equipment,
- e. Availability of an OSHA compliant workspace at the remote location,
- f. Employee's current and past job performance, as documented in performance evaluations, including time management, organizational skills, self-motivation, and the ability to work independently,
- g. Assessment of other employees in the department performing similar responsibilities to determine interest,
- h. Effect on the service provided by the District or required by law,
- i. Effect on the department as a whole,
- j. Is there an ability to have measurable objectives and results upon which there is mutual agreement,
- k. Other appropriate factors which may bear on the decision.

Agreements shall be reviewed annually during the employee's evaluation and updated and amended as needed.

3. Work hour expectations: At a minimum, employees are expected to work the full schedule for which they were hired, whether full-time or part-time. Telecommuting Agreements shall set forth the specific work schedule expected of the employee which may not result in fewer hours than those normally expected. This work schedule may allow for periodic or routine teleworking days with varying hours in the office as mutually agreed upon by the Supervisor and the employee. The working of overtime, accrual of compensatory time, or taking paid leave shall be subject to the same rules and conditions set forth in Sections 8 and 9 of these Personnel Policies.
  - a. To enhance and ensure performance of duties, Supervisor may impose measurable performance standards or benchmarks to meet as part of the Telecommuting Agreement.
  - b. Notwithstanding flexible working hours, agreements shall also indicate the Supervisor and employees' agreement with respect to daily communications. Employees are generally expected to be available to their supervisors and others by phone, text, email, etc. during the regular work hours set forth in subsection 1 of this Section.
4. Equipment & cyber security: The District is committed to a safe and secure workplace for all employees. The workplace whether on site or at home must meet OSHA standards as set forth in Section 16 of these Policies.
  - a. Computers & Equipment: The use of District owned or purchased equipment in a telecommuting environment is considered a privilege and not an entitlement or benefit of the employee. An employee wishing to telecommute may be required to provide all necessary equipment at their own costs. The District is under no obligation to purchase additional equipment for the sole purpose of allowing an employee to telecommute. The District shall not purchase WiFi/internet or upgrades to existing

home internet for the purpose of telecommuting. Any telecommuting agreement shall require the parties to establish which equipment is being used and whether it is owned by the District or the employee.

- i. District provided: Any District owned equipment shall remain at all times, the property of the District and the use of District equipment in a telecommuting environment shall not absolve or eliminate the employee's need to follow all Utah state laws and District policies regarding the personal use of District owned equipment. The employee shall also agree to keep the equipment safe, maintained and functioning. Maintenance of District owned equipment should be done only by the District's Chief Technical Officer (CTO), or their designee, and it will be the employee's responsibility to bring the equipment to the District for maintenance.
    - ii. Employee provided: In the event the employee elects to use their personal equipment and not District owned equipment, the equipment shall be reviewed to ensure it is compliant with District policies and sufficient for the needs of the employee and department. The employee shall acknowledge that all District work product produced on their privately owned equipment shall still be subject to subsection 4(b) below. Maintenance and repair of employee-owned equipment shall be the sole responsibility of the employee.
  - b. All work product produced as part of employment shall be subject to Section 18 of these Personnel Policies and is considered the property of the District and shall be subject to the Government Records Access Management Act (GRAMA), discovery in litigation, and inspection or review at any time by supervisors, the General Manager or their designees.
  - c. Internet: The employee shall acknowledge the regulations set forth in Section 18 of these Policies and shall acknowledge and confirm, if required, that they have access to an acceptable Internet provider with sufficient speed as identified by the District's CTO to allow the employee to perform their necessary job functions.
  - d. Office Supplies: The telecommuting agreement shall set forth any agreement between the employee and the Supervisor regarding the use and costs of general office supplies, including but not limited to paper, pens, software, ink, staplers, paperclips, etc.
    - i. Reimbursement by the District for costs of general office supplies will only occur if it is part of the telecommuting agreement and it is within budgeted limits for those supplies.
  - e. Termination: In the event a telecommuting agreement is terminated, or the employee leaves the employ of the District, all District owned equipment shall be immediately returned to the District. Damage to or failure to return equipment may be charged against the employee if the act was intentional.
5. Communication methods: The District's CTO and the employee's Supervisor shall determine which meeting and communication systems authorized by the CTO and the Supervisor is required for the employee to telecommute. The selection shall be part of the telecommuting agreement and the costs may be the responsibility of the employee wishing to telecommute.

6. Abuse: Employees who intentionally violate the telecommuting agreement may be subject to disciplinary action up to and including termination. Telecommuting is not a substitute for dependent care and should not be used for such. Employees who are telecommuting will not be available for dependent care during the agreed work schedule.
7. Liability: The employee's home workspace will be considered an extension of the District's on-site workspace. As such the employee must adhere to all District policies, as well as state and federal laws. The District will be liable for on the job injuries in the home workspace during agreed working hours which are compensable by worker's compensation.
8. Taxes: It will be the employee's responsibility to determine any personal income tax implications of maintaining a home office area.
9. Termination of Agreement: The telecommuting agreement shall terminate fifteen (15) calendar days from the date of written notice by either party that the agreement is no longer desired or effective. Employees wishing to terminate the agreement, must work with their supervisors to establish an end date and the transition to on-site employment. Supervisors must grant employees sufficient time to transition back to on-site employment.

## MOUNTAIN REGIONAL WATER SSD TELECOMMUTING AGREEMENT

This Agreement sets forth the terms and conditions of a voluntary agreement between the Supervisor and the telecommuter. This Agreement is between \_\_\_\_\_ as (“EMPLOYER”) and \_\_\_\_\_ (“EMPLOYEE”) collectively the (“Parties”).

WHEREAS the Parties understand that this Agreement is a voluntary agreement and does not modify the terms and conditions of the employee’s underlying employment; and

WHEREAS the Parties agree that it is mutually beneficial to the District and the employee to allow the employee to work remotely for the term of this Agreement;

WHEREAS the EMPLOYER has adopted a Telecommuting policy as an addition to Section 11 of the Mountain Regional Water SSD Personnel Policies and Procedures;

WHEREAS, the EMPLOYER and EMPLOYEE have read and understand the Telecommuting policy as approved and both want to participate in this as it benefits both EMPLOYEE and EMPLOYER;

NOW THEREFORE in consideration of the terms more fully set forth, the Parties agree as follows:

1.0 TERM: This Agreement shall begin on \_\_\_\_\_ and continue until \_\_\_\_\_, and must be reviewed and renewed annually.

2.0 TERMINATION: This Agreement can be discontinued at any time by either party with 14 days’ notice and without adverse repercussions.

2.1 The EMPLOYER reserves the right to cancel this Agreement immediately if the EMPLOYEE is in violation of this Agreement.

3.0 GENERAL TERMS:

3.1 The telecommuter will telecommute to the following alternative worksite(s) \_\_\_\_\_ (Address). (If additional space is needed, please attach an additional page and note in this space the additional page)

3.2 In office days will be M T W H F (circle office days). Telecommute days will be M T W H F (circle telecommute days). The EMPLOYEE agrees to be available during the assigned business hours of \_\_\_\_\_ a.m. - \_\_\_\_\_ p.m. for communication through such methods as telephone, voice mail, email, etc., and agrees to respond within a reasonable time. EMPLOYEE initiated schedule changes shall be with advanced approval by the manager. Specific events or activities that require the employee to attend in person: \_\_\_\_\_

3.3 The duties, obligations, responsibilities and conditions of the EMPLOYEE’s employment with the EMPLOYER remain unchanged. The EMPLOYEE's salary and benefit

package shall remain the same unless amended in accordance with Section 8 of the District's Personnel Policies.

3.4 Work hours, overtime compensation, use of sick leave, comp-time, and approval for use of vacation will conform to Mountain Regional Water Personnel Policies and Procedures as adopted by the Summit County Council.

3.5 The EMPLOYEE agrees to maintain a safe and ergonomically sound work environment, to report work-related injuries to the supervisor at the earliest opportunity, and to hold the EMPLOYER harmless for injury to others at the telecommuting location. The EMPLOYEE agrees to allow an authorized EMPLOYER representative to inspect the home office as needed.

3.6 The EMPLOYEE agrees to provide a secure location for EMPLOYER owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than EMPLOYER business. All equipment, records, and materials provided by the EMPLOYER shall remain EMPLOYER property. The EMPLOYEE agrees to allow the District reasonable access to its equipment and materials.

3.7 The EMPLOYEE agrees to use their personal vehicle for EMPLOYER business in accordance with Section 7 of the District's Administrative Policies. Any software or program for which the District has obtained a license may only be used on District provided equipment and at no time shall District licensed software or programs be downloaded to an employee's personal computer unless specifically authorized in writing by the Supervisor and Chief Technical Officer.

3.8 The EMPLOYEE agrees to return EMPLOYER equipment, records, and materials within 2 days of termination of this Agreement. All EMPLOYER equipment will be returned by the employee for inspection, repair, replacement, or repossession with 2 days written notice.

3.9 The EMPLOYER will pay for the following expenses:

- Maintenance and repairs to EMPLOYER owned equipment. This equipment is \_\_\_\_\_; (If additional space is needed, please attach an additional page listing EMPLOYER owned equipment and note in this space the additional page) and,
  - Office supplies (folders, calculators, specialty supplies, etc.) necessary to perform the functions of the job: \_\_\_\_\_ . Such supplies may be picked up at the District offices and/or ordered through the regular purchasing/approval process of all other office supplies.

3.10 The EMPLOYEE will pay for the following expenses:

- Maintenance or repairs of privately owned equipment;
- Utility costs associated with the use of the computer or occupation of the home;
- Equipment & supplies not provided by the District

3.11 The EMPLOYEE agrees to seek advanced approval by the supervisor to use sick leave, vacation, or comp time according to personnel policies and procedures. Overtime to be worked shall be approved in advance by the supervisor.

3.12 The EMPLOYEE agrees to make regular dependent care arrangements during telecommuting periods. Telecommuting is not a substitute for dependent care and should not be used for such. Employees who are telecommuting will not be available for dependent care during the agreed work schedule.

3.13 The EMPLOYEE will implement the steps for good information security in the home-office setting, and will check with their supervisor when security matters are an issue. The telecommuter has a copy of the District's security requirements and Personnel Policies and Procedures Section 17. By signing this document the EMPLOYEE commits to adhere to Section 17 of the District's Personnel Policies and Procedures and all other District policies.

3.14 EMPLOYER retains the right to modify the Agreement on a temporary basis as a result of business necessity (for example, the EMPLOYEE may be required to come to the office on a particular day), or as a result of an EMPLOYEE request supported by the supervisor.

3.15 The EMPLOYEE understands that he or she is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations.

3.16 The EMPLOYEE will follow all HOA rules, policies, and procedures if applicable to their personal situation.

I have read and understand this Telecommuting Agreement and agree to its terms.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date