



**Montana Teachers' Retirement System**  
**Policy 2-0700-001**  
**Telework Policy**

**Section:** Organizational

**Implementer:** Executive Director

**Effective Date:** September 27, 2013

**Purpose:**

This policy provides parameters for approval, conduct, and termination of telework assignments and related telework agreements.

**Definitions:**

*Telework* means the regular performance of job duties and functions of a TRS employee at an alternative worksite (a location other than the TRS offices), usually the employee's home, for all or part of the employee's workweek, on a temporary or permanent basis. Telework does not include the occasional performance of job duties and functions at an employee's home or at other locations than the TRS offices.

*Telework agreement* means a written agreement between TRS and a TRS employee specifying the terms and conditions of a telework assignment.

*Telework assignment* is an assignment of job functions and duties to a TRS employee approved to be performed on a telework basis, and subject to a telework agreement.

*Telework coordinator* means the TRS Executive Director, who is assigned responsibility for coordinating telework requests, determining telework positions, and determining appropriate terms for each telework agreement.

*Teleworker* means a TRS employee who is performing job duties and functions under a telework assignment and pursuant to a telework agreement.

**Policy:**

Because of TRS' small staff size and daily need for integration and collaboration between staff members and workgroups, and because many TRS employees are regularly involved in interaction with TRS employers, members, retirees, beneficiaries and other customers, either inperson or via telephone, the preference is that job duties and functions of TRS employees be performed at the TRS offices. However, TRS may allow employees to telework for limited periods of time and/or for a limited portion of the employee's work week as appropriate to promote general work efficiencies.

TRS may also allow an employee to telework as a reasonable accommodation under the Americans with Disabilities Act or as part of a return-to-work plan for an injured employee.

Review of a request for a telework assignment as a reasonable accommodation or as part of a return-to-work plan must be reviewed by TRS' human resources manager and/or return-to-work coordinator, as appropriate.

Telework must be performed in conformity with this policy, as authorized by the Montana Operations Manual Telework Policy (effective date 04/01/2010), and in conformity with a telework agreement entered into between TRS and the employee.

### **Scope:**

This policy covers only telework assignments. No TRS employment positions have been predetermined to be appropriate for telework assignment.

### **General Requirements:**

- A. Job functions and duties that cannot be approved for telework assignment.
  - 1. In-person or telephonic meetings with customers;
  - 2. Receipt or processing of mail;
  - 3. Entry or processing of financial transactions that require physical handling of cash, checks, or documents evidencing amounts billed, received or paid;
  - 4. Entry or processing of financial transactions that require in-person verification or validation or are otherwise subject to internal control requirements that reasonably cannot be met if performed outside of the TRS offices;
  - 5. Job functions and duties requiring physical receipt or handling of confidential information, except as expressly authorized in the telework agreement and subject to a written "Privacy Plan";
  - 6. Job functions or duties requiring electronic access to confidential information if requirements for privacy and security of confidential information reasonably cannot be met if performed outside of the TRS offices; and
  - 7. Any other job functions or duties that are determined to present risks that cannot be adequately mitigated if performed outside of the TRS offices.
- B. Requirements for approval of a telework assignment.
  - 1. A telework assignment may be requested by a TRS employee by submission of a written request, which must include:
    - a. The period of time for which a telework assignment is requested;
    - b. The days of the week and hours per day during which the telework assignment will be performed;
    - c. The job duties and functions to be performed under the telework assignment if less than all job duties and functions of the position;

- d. A description of the alternative worksite, including physical address, type of location (home of employee, etc.), and phone number; and
  - e. Specification of any hardware, software, or other state-owned equipment, materials, or supplies that will need to be transferred to or accessible from the alternative worksite.
2. A telework proposal may be approved if the employee's supervisor(s) and the Telework Coordinator determine that the job duties and functions of the teleworker will be satisfactorily performed, the telework assignment will not adversely impact TRS operations, and the alternative worksite is safe, including that:
- a. Based on past performance, the employee demonstrates self-motivation, self-discipline, the ability to work independently, and the ability to meet deadlines;
  - b. The job functions and duties of the telework assignment are clearly defined with measurable results and may be performed with minimal direct supervision;
  - c. The teleworker will not be needed as a participant in collaborative work processes or for customer interaction in the TRS offices during the time proposed for the telework assignment;
  - d. The telework assignment will not adversely impact customer service;
  - e. The teleworker's access to in-office resources or supplies, including access to coworkers related to collaborative work efforts, is minimal or sufficiently flexible;
  - f. Access to TRS and/or state data and communications systems necessary for performance of the telework assignment is reasonably available and the teleworker's need for technical support is minimal;
  - g. All privacy and security requirements pertaining to access to state data and communications systems and use and disclosure of confidential information will be complied with;
  - h. The telework assignment will not require or result in alteration of the job functions and duties of the employee;
  - i. The telework assignment will not require the alteration of job functions or duties of any other TRS employee;
  - j. The telework assignment will not result in increased costs, including increased personnel costs, to TRS; and
  - k. The alternative worksite is free of hazards and allows the teleworker to practice appropriate safety habits.

C. Furniture/Equipment/Software/Internet and Telephone Access/Supplies

- 1. The teleworker is generally responsible for obtaining any equipment necessary at the alternative worksite to perform the telework assignment, including but not limited to, desk, chair, computer, printer, and telephone. TRS may, at its sole discretion, provide computer hardware for the alternative worksite if the telework assignment

- will be for a term of 1 year or longer, the teleworker does not own computer hardware necessary to perform the telework assignment, or data system/information security requirements cannot be met by use of employee-owned hardware.
2. The teleworker is responsible for obtaining any software necessary to perform the telework assignment in the alternative worksite, except that TRS may provide the teleworker with software that, pursuant to the terms of the State's and/or TRS' license agreement with the software vendor or state software standards and policies, may be provided to the teleworker for use at the alternative worksite without additional cost to TRS.
  3. The teleworker is responsible for all costs for purchase, maintenance, service and support of teleworker owned equipment and software, except that TRS may provide support assistance for software provided by TRS.
  4. The teleworker is responsible for obtaining and maintaining, at the teleworker's sole expense, internet and telephone service necessary to perform the telework assignment at the alternative worksite.
  5. TRS will provide teleworker with the supplies typically provided by TRS to its employees. The teleworker will be responsible to pick up the supplies, as needed, at the TRS offices during normal business hours.

#### D. Conditions of Employment Not Impacted

1. A telework assignment will not alter the terms or conditions of employment of a TRS employee, including that compensation and benefits will not change as a result of a telework assignment. A telework agreement does not constitute an employment contract or a modification of an employment contract.
2. A teleworker is required to attend meetings and/or provide periodic employment services at the TRS offices or at other locations, as directed by the teleworker's supervisor, during days/hours otherwise scheduled as part of the telework assignment.
3. Work performed under a telework assignment is considered official state business and the teleworker is required to comply with all state and TRS policies and procedures applicable to the conduct of state/TRS business.
4. A TRS employee's regular work schedule includes time scheduled as part of a telework assignment as specified in the telework agreement or as approved by the teleworker's supervisor. A TRS employee is expected and required to be working in the conduct of official state/TRS business during the days/hours identified as the employee's regular work schedule.
  - a. A telework assignment is not a substitute for annual leave, sick leave, Family and Medical leave, Worker's Compensation leave, or any other type of leave. If the teleworker has a need to take emergency leave during a telework assignment, the teleworker must notify his/her supervisor in the appropriate manner. A

