



Title:	Teleworking Policy
Number:	314
Effective:	June 18, 2025
Cancels:	N/A
Prepared by:	Haley Dorian, HR Manager
Approved by:	Authority Board Resolution No. 2025-06

POL-314 TELEWORKING POLICY

This policy applies to non-represented employees whose job duties and responsibilities are suitable for a teleworking arrangement. Subject to determination by Human Resources and approval by General Manager.

1. PURPOSE

Mason Transit Authority ("MTA") considers teleworking to be a viable, flexible work option. Teleworking is work performed remotely; by employees at home, on the road, or in a satellite location for a portion of their workweek. This policy will outline the administrative guidelines for teleworking.

2. POLICY

2.1 Intermittent/Situational Work Arrangement

This type of teleworking is approved on a case-by-case basis and allows the employee to attend to sporadic household appointment needs, training, uninterrupted time for projects, no commute in inclement weather, or other situations where employees can perform work remotely for a short period of time. This type of teleworking does not require a Telework Agreement Form; however, approval must be documented in writing, email confirmation is acceptable. Situational teleworking is not an appropriate substitute for sick leave and may not be used for the employee's own or a family member's, illness, injury, or other circumstance that interferes with the employee's ability to perform their work.

2.2 Regular Telework Arrangement

This type of telework arrangement is for predictable telework that is anticipated to be sustainable on an ongoing basis and meets the operational and customer service needs of Mason Transit. This type of teleworking requires a Telework Agreement Form that will be reviewed and addressed at minimum on an annual basis. Department Managers should consider telework requests and should do so objectively and fairly on an individual basis and across the workgroup. MTA maintains the sole discretion to continue, end, or otherwise modify teleworking options. MTA policies, rules, and procedures will apply at the telework site, including those governing communicating with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and services, and safety.



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Nothing in the MTA Teleworking Policy waives or changes standards of work performance or behavior in the workplace. Failure to follow policy rules and procedures may result in termination of the telework arrangement and/or disciplinary action in accordance with the MTA Policy. Teleworking is not an entitlement and in no way changes the terms and conditions of employment with MTA. Employees who wish to telework will be required to enter into and adhere to a telework agreement. A telework agreement does not constitute a promise of employment for a specified time or otherwise alter the at-will nature of employment with MTA. Telework employees ("Teleworkers") can still be terminated at any time and for any lawful reason or no reason at all ("at-will" status).

3. ELIGIBILITY AND SUITABILITY

Eligible positions will be determined by the employee's department manager and the administrative department manager and will be based upon the functional role and business needs. The employee must have job duties that are not required to be performed at MTA facilities. The employee must have demonstrated satisfactory work performance and work habits suitable for teleworking. Teleworking agreements will be approved by the department manager, subject to further review by the MTA General Manager, finding that in doing so, will not have a significant adverse impact on service delivery, customer service, or the overall functions of the employee and/or work unit.

4. CONDITIONS OF TELEWORKING

If an employee is approved to telework, the following conditions will apply for the duration of the teleworking period.

4.1 Telework Agreement

If it is deemed that teleworking is suitable for the employee and the work to be performed, the employee will agree to the terms of a telework agreement prior to commencing telework.

- 4.1.1 **Terms:** The telework agreement (Appendix A) will include the specific terms and conditions of the telework arrangement, in addition to the provisions outlined in this policy. The telework agreement may be modified at any time by MTA, based on the employee's work performance, how the alternative schedule affects overall



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productivity, changes in the requirements of the job, or other business reasons.

- 4.1.2 **Duration:** Telecommuting may be fixed and ongoing, such as working a set number of hours from an alternate location each week, or it may be limited in duration, such as working from home for a few days or intermittently.
- 4.1.3 **Termination of Agreement:** Every effort will be made to provide five calendar days' notice of such change to accommodate commuting, childcare and other issues that may arise from the termination of a teleworking arrangement. There may be instances, however, when no notice is possible.

4.2 Wages and Benefits

All employee benefits available to the Teleworker will remain in effect in accordance with their applicable MTA policy, procedures, and statutory requirements.

4.3 General Performance Expectations

- 4.3.1 **Teleworker:** Teleworkers must maintain the same or an improved work productivity and work quality while teleworking. If productivity or work quality begins to decline, the telework agreement will be reevaluated to determine if changes can be made or if the agreement needs to be terminated. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that the employee will not abuse this opportunity by allowing their productivity or work quality to decline.
- 4.3.2 **Department Manager:** The department manager must ensure that the Teleworker's duties are covered without compromising the quality of service. It is the responsibility of the department manager to coordinate with other staff available for on site support if needed.

4.4 Timekeeping

- 4.4.1 **Non-exempt Status:** Teleworkers who are not exempt from the overtime requirements of the Fair Labor Standards Act ("FLSA") will be required to accurately record all hours worked and account for all scheduled hours within the workweek. Hours worked in excess of



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40 hours within the workweek require the advance approval of the Teleworker's department manager. Failure to comply with this requirement may result in the immediate termination of the teleworking agreement or other disciplinary measures up to and including termination.

- 4.4.2 **Exempt Status:** Teleworkers who are exempt from the FLSA provisions are not bound by an 8- hour day or a 40-hour workweek and are expected to complete work assignments as required, regardless of the hours worked. This may require working in excess of 40 hours in the workweek without additional compensation.
- 4.4.3 **Leave Requests:** Time off will be requested and used in the same manner as when working at the Teleworker's regular work location and in accordance with the applicable MTA policies, and procedures.

4.5 Availability and Responsiveness

An employee who is working remotely must be available and responsive during regularly scheduled work hours. Regardless of an agreed-upon telework schedule, if an employee's in-person presence is needed, the employee must remain willing and able to come to the worksite to perform job duties. Department Managers should give at least 24 hours advance notice whenever possible. A request to come to the worksite during regularly scheduled work hours is not considered a schedule change. Reporting to the office from a telework location is commute time and is non-compensable. For this reason, and due to tax implications, Mason Transit will not approve telework arrangements where the employee's telework location would be permanently outside the State of Washington. The teleworker must work from Washington State except for short durations approved by their manager. Mason Transit will make a reasonable effort to provide advance notice of any changes to an established Regular Telework schedule, but advance notice will not always be possible.

Teleworkers are expected to:

- 4.5.1 Remain accessible during their agreed upon telework schedule.
- 4.5.2 Have a method of receiving and responding to communications, such as email, instant-messaging, and/or voicemail, during all agreed-upon hours of teleworking.



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- 4.5.3 Check in with and as instructed by their department manager to discuss work assignments, status, and open issues.
- 4.5.4 Be available for video/teleconferences, as needed.
- 4.5.5 Be available to physically attend work meetings as requested or required by MTA.
- 4.5.6 Take rest and meal breaks while teleworking in full compliance with all applicable policies and compensation plan requirements.

4.6 Communication

Teleworking may require more frequent interaction and communication between the Teleworker and their department manager since neither can rely on seeing each other in the workplace. Initially, frequent contact should occur to verify that the Teleworker is actively working as well as to resolve any problems that may arise. After both parties are accustomed to the teleworking arrangement, the department manager and Teleworker may communicate at a consistent level with employees working at the office or in a manner and frequency that seems appropriate for the job and the individuals involved.

4.7 Work Progress Report

- 4.7.1 **Non-exempt Employees:** The Teleworker will provide a status report of their work to their department manager. The frequency of the progress report will be determined by the department manager but not less than once a week. The method of delivery will be determined by the department manager. In the event that the Teleworker does not provide the requested progress report and/or the department manager cannot verify the quality and quantity of work, the teleworking agreement may be discontinued.
- 4.7.2 **Exempt Employees:** The Teleworker is expected to maintain the same level of work progress reporting to their department manager, regardless of work location.

4.8 Equipment

- 4.8.1 **Need:** MTA is under no obligation to provide equipment or support at the Teleworker's remote work location. On a case-by-case basis, MTA will determine the appropriate equipment needs (including hardware, software, modems, phone, and data lines and other office equipment)



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for each teleworking arrangement, under standard practices, policies, and procedures, regardless of location. If standard policies and procedures do not address every need, the department manager and the Teleworker will explore potential options. MTA may not be able to provide the equipment needed that presents and unbudgeted or duplicative costs. The Teleworker will only use approved MTA computers and/or laptops and properly licensed software. MTA reserves the right to make determinations as to appropriate equipment, subject to change at any time. All equipment issued to the Teleworker will be inventoried.

- 4.8.2 **Maintenance and Repairs:** MTA will repair and maintain, at MTA facilities, any equipment loaned by MTA to support the teleworking agreement. The Teleworker agrees to always use surge protectors with any MTA computer used at the remote worksite. The Teleworker will be responsible for:
- 1) Any intentional damage to the equipment.
 - 2) Damage resulting from gross negligence by the Teleworker or any member or guest of the telecommuter's household as determined by MTA.
 - 3) Damage resulting from a power surge if no power protector is used.
 - 4) Maintaining all electronic devices that send or store data in conformity with MTA policies.
 - 5) Immediately reporting any damage to their department manager.
 - 6) When Teleworkers use their own equipment, they are solely responsible for its maintenance and repair.
- 4.8.3 **Use:** If equipment and/or software is provided by MTA at the remote worksite, such equipment and software will be used exclusively by the Teleworker for the purposes of conducting MTA business. This policy supersedes the Section 10, Acceptable Use for IT Equipment in MTA IT Acceptable Use Policy and IT Remote Access Policy. Teleworkers must return the equipment in the same condition in which it was originally received, minus normal wear and tear.



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4.9 Child and Elder Care

Generally, teleworking is not designed to be a replacement for appropriate child or elder care. Although an individual Teleworker's schedule may be modified to accommodate care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective Teleworkers are encouraged to discuss the expectations of Teleworkers with family members prior to entering into an agreement.

4.10 Incidental Costs

All incidental costs associated with teleworking, such as utility and internet costs, are the responsibility of the Teleworker.

4.11 Office Supplies

MTA will supply the Teleworker with appropriate office supplies and reimbursement for business-related expenses that are reasonably incurred in accordance with job responsibilities and in compliance with MTA policies on the same basis as when working at an MTA facility. The Teleworker will not be reimbursed for supplies normally available in the office. The Teleworker must have prior approval from their department manager for the purchase of any supplies that cannot be obtained through normal supply channels. Without prior approval, such purchases will not be reimbursed. The Teleworker is responsible for requesting and stocking all supplies necessary to perform their duties.

4.12 Workspace

Teleworkers must have an appropriate off-site work area that considers ergonomics, equipment, adequate workspace, noise, and interruption factors. The teleworker's off-site workspace should provide an adequate work area, lighting, telephone service, internet capability, power, and temperature control. Additional requirements may vary depending on the nature of the work and the equipment needed to perform the work. MTA will not be responsible for costs associated with the setup of the Teleworker's home office, such as remodeling, furniture, or lighting, nor for repairs or modifications to the home office space. Teleworkers are not to have members of the public, vendors, customers, or other visitors at the teleworking site.



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4.13 Security

In accordance with the MTA IT Acceptable Use and IT Remote Access Policies, Teleworkers will ensure the protection of proprietary MTA and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

4.14 Public Records

Records that may be created at, sent to, or sent from the alternative work site may be subject to disclosure in response to a public records request in accordance with the MTA Public Records Request Policy. The Teleworker must maintain all records on the alternative worksite computer consistent with the MTA Records Management Policy. Any questions regarding this issue should first be directed to the MTA Public Records Officer.

4.15 Safety and Liability

4.15.1 Safety: Teleworkers are expected to maintain their home workspace in a safe manner, free from safety hazards and perform their duties safety. The teleworker's home is considered an extension of the MTA workspace. The designated work location must meet Occupational Safety and Health Administration (OSHA) safety rules for the workplace, including smoke detectors, working fire extinguishers, unobstructed exits, removal of hazards that could cause falls, adequate electrical circuitry; and appropriate furniture. It is the employee's responsibility to follow common safety practices and provide a safe work area for themselves and others who enter it.

4.15.2 Injuries: The Teleworker will be covered by workers' compensation for job-related injuries that occurred in the designated workspace, including the Teleworker's home, during the defined work period. In the case of an injury occurring during the defined work period, the Teleworker will immediately report the injury to the department manager and complete an "Employee Report of Injury" for reports of injury. Workers' compensation will not apply, and MTA will not be responsible for any injury at the remote work site that is not sustained



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while performing job duties for MTA. MTA is not responsible for injury to any persons other than the Teleworker at the remote work site. The Teleworker agrees that their homeowners' or renters' insurance will be maintained and is the sole source of liability coverage for any injury that is not work related or that occurs to any person other than the Teleworker.

4.15.3 **Hold Harmless:** Teleworkers remain liable and will agree to hold MTA harmless for injuries to third parties, invitees, and/or members of the Teleworker's family on the Teleworker's premises. MTA is not liable, and the Teleworker agrees to hold MTA harmless, for damage to the Teleworker's real or personal property.

4.15.4 **Damage or Theft:** If MTA equipment is stolen or damaged while at the Teleworker's remote work site, the Teleworker or the Teleworker's homeowners'/renters' insurance will be responsible for the loss.

4.15.5 **Access:** In case of injury, theft, loss, or liability related to teleworking, the Teleworker agrees that MTA, including its employees, officials, agents, and/or representatives may investigate and/or inspect the remote work site.

4.16 Taxes and Other Legal Implications

The Teleworker must determine any tax or legal implications under IRS, state, and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee approved to telework.

4.17 Existing Teleworking Arrangements

As of the effective date of this policy, employees with existing informal telework arrangements will need to comply with the provisions of this policy within 15 calendar days of the policy effective date.

5. ADMINISTRATIVE AND REGULATORY CHANGES

5.1 To facilitate the regular business routine of the MTA, the board designates the MTA General Manager to approve and implement subsequent changes to the policy that may be required to be in compliance with federal and state regulatory changes or clarifications. The board will be notified of all policy changes.

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5.2 In addition, the board authorizes and designates the general manager to approve and implement subsequent administrative changes to the policy which are deemed appropriate to facilitate the regular business routine of MTA. The board will be notified of all policy changes.

6. REFERENCES

- 6.1 Appendix A: Telework Agreement
- 6.2 MTA IT Acceptable Use and IT Remote Access
- 6.3 MTA Public Records Request Policy
- 6.4 MTA Records Management Policy



APPENDIX A: TELEWORKING AGREEMENT

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SECTION 1: TELEWORKER INFORMATION	
Employee Name:	
Employee Title:	Overtime Eligible (FLSA): <input type="checkbox"/> YES <input type="checkbox"/> NO
Employee Physical Address of Alternate Workplace:	
City, Zip Code:	
Is this a <input type="checkbox"/> home office <input type="checkbox"/> Other, describe. _____	
Desired Start Date:	Projected End Date:

SECTION 2: JOB DUTIES
<p>What job duties specifically will you be performing? If there are duties outside of your regular job duties, please explain.</p>

SECTION 3: EMPLOYEE SCHEDULE				
Indicate below your desired teleworking schedule. You will need to document all hours worked and paid/unpaid leave taken on your timesheet.				
Day	Location	All Day	Partial Day	Variable
Monday		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tuesday		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wednesday		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thursday		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Friday		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Saturday		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sunday		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 4: EMPLOYEE ACKNOWLEDGMENT

- I acknowledge that I received a copy of the MTA Teleworking Policy.
- I acknowledge that I have read and will comply with the MTA *Teleworking Policy*.

Employee Signature:

Date

SECTION 5: DEPARTMENT MANAGER REVIEW

Eligibility

Has the employee met the eligibility criteria and requirements of the MTA *Teleworking Policy*?

- Yes, complete sections 5 and 6. No, skip to section 6.

Performance

How will the employees' performance be assessed?

Schedule and Duration

- Employee is non-exempt and (*check applicable boxes*): Employee is exempt.
- Schedule approved as submitted.
 - Schedule modified and approved as submitted. Explain modifications.
 - Reasonable fluctuation of hours is permissible, subject to the position FLSA overtime status limitations.
 - These hours may not vary without prior approval.

Equipment Issued

Asset Number/Serial Number

Item Description

Asset Number/Serial Number	Item Description

System Access Granted

- No change in drive/folder access
- VPN Access
- Other, explain:

SECTION 6: DEPARTMENT MANAGER DECISION

- The teleworking agreement is approved, as amended.
- The employee has met the eligibility criteria; however, the conditions of the teleworking agreement were not agreed upon.

Department Manager Name _____

Department Manager Signature _____ Date _____

EMPLOYEE (If agreement is approved).

I acknowledge that I have read and agreed to the conditions of MTA Teleworking Agreement as outlined here.

Employee Signature: _____ Date _____

Please return the completed form to the Human Resources Department.

Orig: Personnel File
cc: Employee
Department Manager