**Montana Judicial Branch**

**Telework Agreement**

Use this form to begin, extend, and modify telework agreements. Telework agreements are typically discretionary and may be terminated at any time. This form is intended as a supplement to, and should be completed pursuant to, Judicial Branch Policy 310.

District/Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Supervisor name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee name: ­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address for alternate worksite: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: Generally, the Judicial Branch does not reimburse the employee for travel between the alternate worksite and central worksite.

Location (specify location in home):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date telework begins: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End date, if applicable: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Did the supervisor and employee agree to telework at the time of hire? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Did the supervisor and employee execute a previous telework agreement? \_\_\_\_\_\_\_\_\_\_\_\_\_

Telework Schedule (Select one)

Full-time: Employee will telework for all scheduled work hours of the week.

OR

Hybrid: Employee will telework part-time and work in the office part-time, as indicated below. The employee’s work schedule remains the same while teleworking unless a work-schedule

change is requested:

|  |  |  |
| --- | --- | --- |
| **Day** | **Telework hours** | **Office hours** |
| Monday |  |  |
| Tuesday |  |  |
| Wednesday |  |  |
| Thursday |  |  |
| Friday |  |  |
| Saturday |  |  |
| Sunday |  |  |

Special Modifications to Tasks and Duties:(List any specific tasks or duties that will be modified during the telework agreement such as intakes, monitoring community work, interviews, etc.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Computer Equipment**

The Judicial Branch is not responsible for lost or damaged private property. The state may pursue recovery from the employee for state-owned property deliberately or negligently lost, damaged, or destroyed while in the teleworker’s care, custody, or control. In the event of state-owned equipment failure, the teleworker must immediately notify their supervisor and may be assigned to another project and/or work location. The employee shall surrender all state-owned equipment and data documents immediately upon request. List all state-issued equipment to be used during telework:

­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Expenses**

Discretionary Telework employees are responsible to pay for their travel between the alternate and central worksites. For full-time discretionary employees, the telework location will be considered the “home base” for purposes of mileage, per diem, and lodging. Travel must be pre-approved.

Telework-at-hire employees must be reimbursed for reasonable travel expenses at state-allowed rates, related to occasional travel to and from the central worksite. Travel must be pre-approved.

If applicable, allowable travel expenses must be delineated below and reviewed with Judicial Branch HR.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Judicial Branch will pay for the following expenses:

* Business-related telephone calls on state-issued cell phone.
* Maintenance, repairs, or service, to state-owned equipment.
* Other (describe): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employees must submit any requests for reimbursement according to the Judicial Branch policy for reimbursable expenses.

The Branch will not pay for the following expenses:

* Maintenance, repairs, or service, to privately owned equipment.
* Utility costs associated with the use of the computer or occupation of the alternate work site.
* Installation costs or ongoing fees associated with internet connections.
* Homeowners’ or Renters’ Liability insurance to cover the use of space in the alternate work site.
* Rent or facilities costs for telework location.
* Commuting costs.
* Other (describe): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Furnishings and Supplies**

Teleworkers must provide their own office furnishings and supplies, including a proper and sufficient internet connection where required to perform their job duties.

**Communication**

Indicate alternate worksite telephone numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Indicate features to be used during telework:

Call forwarding Yes No

Voice mail Yes No

Video conferencing Yes No

E-mail Yes No

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The employee will retrieve messages, return phone calls, and respond to emails in a timely manner. Failure to retrieve messages, return phone calls, and respond to emails in a timely manner is cause for termination of this agreement. Employees are expected to return emails and respond to phone messages:

Within one business day

Within two business days

Other (describe): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The employee will promptly notify the supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances.

**Required Review of Judicial Branch Policies**

The telework employee must review:

310 Telework  1510 Computer Use

1530 E-mail  1550 Information Technology Security

**Termination of Agreement**

The Judicial Branch may terminate this agreement at any time. An employee’s failure to comply with this agreement or perform work in a satisfactory manner shall result in termination of the telework assignment and, possibly, corrective action. The supervisor should provide a minimum of seven (7) days’ notice regarding the termination of the telework agreement.

**Other**

Describe any other conditions of this Agreement, such as how often the employee will check in with the supervisor, special assignments to be completed, etc. (check all that apply):

Employee will send supervisor an email at the start and end of each workday.

Employee will maintain a log of duties performed each day.

Employee will provide an email to the supervisor at the end of each workday describing tasks that were completed and any problems encountered.

Other (describe): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Acknowledgement**

By signing this telework agreement, I acknowledge that I have read and understand this agreement and Branch Policies 310, 1510, 1530, and 1550. I agree to comply with their terms and conditions. I understand this agreement’s purpose is to set out the terms of my telework. This agreement is not an employment contract nor is it an amendment to one. I understand that any failure to properly perform my job duties, failure to respond to emails in a timely manner, and/or failure to be available by phone during normal work hours will result in termination of this telework agreement and, possibly, corrective action.

  Date:

Employee’s Signature

Employee’s name printed

By signing this telework agreement, I certify that I have discussed the terms and conditions of this agreement with the above-signed employee. The employee has been given an opportunity to ask questions and indicates an understanding of the agreement.

Date:

Supervisor’s Signature

Supervisor’s name printed

This agreement has been reviewed by Judicial Branch Human Resources.

**Name**: