**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**: