Montana Judicial Branch

Personnel Policies & Procedures

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| **Subject: Telework** | **Policy No.: 310** |
| **Chapter:**  | **Pages: 4** |
| **Section: Leave and Time Management** | **Effective Date: September 6, 2022** |

1. **POLICY**

This policy establishes uniform guidelines for administering the telework program in the Judicial Branch. This policy:

1. Defines specific criteria and procedures for telework;
2. Ensures consistent application of telework standards;
3. Requires management, in exercising its discretion, to consider an employee’s request to telework in relation to the agency’s operating and customer needs; and
4. Supports remote work where it is a viable option that benefits the employee, supervisor, and the Judicial Branch.

**2.0 DEFINITIONS**

Workplace Options

1. “Central worksite” means the traditional office or workplace, assigned to the position, not the employee.
2. “Telework” means a flexible work arrangement where selected employees work one or more days a week from their home or at a site near the home instead of physically traveling to the central worksite.
3. “Alternate worksite” means a worksite alternate to the central worksite. It may be in the employee’s home or in a location requested by the employee and approved by management.

Telework Options

1. “Telework at Hire” means that the supervisor and employee agreed upon a full-time remote work arrangement at the time of hire.
2. “Discretionary Telework” means the employee or supervisor initiated a telework request at any point after the employee began working for the Judicial Branch.
3. “Full-time Remote Work” means that all essential functions of the position are performed from an alternate workplace. Business needs may require the employee to come into the central or mobile workplace to perform work on a periodic basis.
4. “Hybrid Work” means that essential functions of the position are performed from an alternate workplace, as well as at the central or mobile workplace. Work at the central workplace is generally performed at least one day per week.

**3.0. PROCEDURE**

Successful positions for full-time remote or hybrid work include, but are not limited to:

1. Positions with limited need for direct supervision and access to hard-copy files limited need for face-to-face contact with other employees, clients, and customers; and limited need for access to the agency’s resources.
2. Employees who consistently demonstrate work habits that are well-suited to working full-time remote or hybrid, including, but not limited to: self-motivation, self-discipline, the ability to work independently, the ability to manage distractions, the ability to meet deadlines, and a demonstrated record of meeting established performance expectations.
3. Full-time remote or hybrid work meets the agency’s business and operational needs, as well as those of the agency’s customers and the employee.
4. Extensive travel costs must not be incurred due to a telework agreement. Supervisors must review any potential travel costs related to a telework agreement with human resources before entering into an agreement.

The initiation of full-time remote or hybrid work may occur at the time of hiring or after the employee’s start date.

1. Telework at Hire: Hiring Managers may choose to advertise a position with the option of full-time telework or offer full-time telework during the hire process.
2. The supervisor and “telework at hire” employee must execute a telework agreement prior to the start of employment or shortly thereafter.
3. All telework employees must reside in Montana and alternate work locations must be located within Montana.
4. Employees hired as full-time remote workers must be reimbursed for reasonable travel expenses at state allowed rates related to occasional travel to and from the central workplace. Allowable travel expenses must be delineated in the approved telework agreement.
5. Discretionary Telework: An existing employee or supervisor may initiate a telework request at any point after the employee began working for the Judicial Branch.
6. Employees or supervisors interested in teleworking should review the relevant Telework Guide and Agreement to learn more about telework options.
7. Employees will be approved for telework based on job suitability, the likelihood of success as teleworkers, and the supervisor’s ability and willingness to manage telework employees.
8. Telework shall be voluntary. Agency management or the employee may discontinue the telework agreement by giving a minimum of one week's notice.
9. Employees that are approved for discretionary telework and work under the hybrid model are responsible to pay for their travel between the alternate and central workplaces.

Teleworkers must comply with this policy and all state or Judicial Branch policies and procedures, including:

1. All telework employees must reside in Montana. All alternate work locations must be located within Montana.
2. Work products, documents, and records used or developed while teleworking shall remain the property of the Judicial Branch and are subject to Branch policies regarding confidentiality and records retention.
3. Conditions of employment shall remain the same as for non-telework employees. Employee salary, benefits and employer-sponsored insurance coverage shall not change because of telework.
4. Business meetings, meetings with customers, or regularly scheduled meetings with co-workers shall not be held at the alternate worksite unless approved by the supervisor.
5. Employees shall not act as primary caregiver for dependents nor perform other personal business during hours agreed upon as telework, unless approved by the supervisor.
6. The state and Judicial Branch-specific security and confidentiality policy provisions and requirements apply in the alternate worksite while teleworking.
7. All confidential information in the possession of teleworkers must always remain confidential.

**3.1 IMPLEMENTATION**

A telework agreement is required for all telework expected to last longer than two weeks.

1. The employee, supervisor, supervising justice or judge, and Human Resources Personnel must sign the agreement.
2. The agreement shall specify the work schedule. The work schedule shall comply with Montana wage and hour requirements and the Fair Labor Standards Act regulation.
3. The agreement shall be reviewed and renewed annually by the manager and employee, or when there is a change in supervisor, job responsibilities, work circumstances, or performance.
4. The employee and supervisor must provide a copy of the telework agreement to Judicial Branch Human Resources, for filing in the employee's personnel file.

The telework agreement must include a description of the alternate work site and a list of all state-owned equipment, services, or software provided by the Judicial Branch.

1. Designated areas must be kept clean, professional, and safe by the employee. In the case of injury occurring during telework hours, the employee shall immediately, or as soon as practical, report the injury to the supervisor.
2. State-owned computer equipment and software at the telework site shall be used for agency business only.
3. The telework agreement must list all state-owned equipment, services, or software provided by the agency. The agreement must also specify the responsible party for maintaining, servicing, and repairing state-owned equipment issued.

The telework agreement must describe whether the Judicial Branch or employee is responsible for travel reimbursements for travel between the alternate and central workplaces.

1. Discretionary Telework employees are responsible to pay for their travel between the alternate and central workplaces
2. Telework at Hire employees must be reimbursed by the agency for travel to and from the central workplace. Allowable travel expenses must be delineated in the approved telework agreement.

**3.2 REVOCATION**

A telework agreement may be revoked by either party with a thirty-day notice. The supervisor must have a job-related reason for the revoking the agreement. The supervisor will make office space available to an employee, whose telework agreement is revoked.