

Alternative Work Arrangement Programs Policy

Effective Date: June 1, 2017

I. COVERAGE

The provisions of this policy apply to all full time, non-probationary employees of the Judicial Branch of the Virgin Islands that do not have public contact. Employees will be considered on a case-by-case basis, where creative work schedules and locations are able to accomplish both work and personal goals. Individual employees with conduct and/or performance problems will be excluded and/or removed from the programs.

II. BACKGROUND

The Judicial Branch of the Virgin Islands is committed to expanding work arrangements that increase effectiveness and job satisfaction. The Judiciary also recognizes that advances in telecommunications and changing social needs have increased an interest in alternative work schedules and telework arrangements as practical solutions to quality of life issues as well as work/life challenges.

The Judicial Branch of the Virgin Islands' Personnel Rules allows for Flex Time under Section 3.11. The Judiciary desires to expand and further define this program and offer alternative work schedules to enable supervisors to meet their goals while, at the same time, allowing employees to be more flexible in scheduling their personal activities. As employees gain greater control over their time, they can, for example, balance work and family responsibilities more easily, become involved in volunteer activities, and take advantage of educational opportunities.

The telework program's objective is to allow selected employees to work at alternative worksites on a regular (core telework) or intermittent (situational telework) basis. Telework extends the workplace and enables productive work to be conducted outside the traditional office workplace. Typically, the alternative worksite is the employee's home. Working at an alternative worksite is called "telework" and such workers are called "teleworkers."

Both arrangements have benefits which include allowing supervisors to attract and retain high quality employees; allowing employees to be more productive and generate better quality work due to the quiet environment where interruptions are minimized; providing injured, recuperating or physically limited employees the ability to work at home and complete work assignments while minimizing sick leave; to complement our Continuity of Operations Plan (COOP), and allowing employees to be more flexible in scheduling their personal activities.

III. DEFINITIONS

- A. Alternative work schedules (AWS)-both flexible work schedules and compressed work schedules.
- B. Alternative worksite -a worksite other than the employee's "official duty station" such as an employee's residence. The alternative worksite must be approved by the employee's supervisor.
- C. Basic work requirement - the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, excused absence, holiday hours, or compensatory time off.
- D. Bi-weekly pay period - the 2-week period for which an employee is scheduled to perform work.
- E. Compressed work schedule (CWS) -an 80-hour bi-weekly basic work requirement that is scheduled for less than 10 workdays.
- F. Core hours-the time periods during the workday, workweek, or pay period during which an employee covered by a flexible work schedule is required to be present for work which are 9:00 am to 2:30 pm.
- G. Core telework-an approved work schedule where an eligible employee works on a routine or regular basis away from the official duty station one or more days per week.
- H. Court records- books, papers, maps, photographs, machine readable materials, e-mail, or other documentary materials, regardless of physical form or characteristics, made or received by the Judicial Branch of the U.S. Virgin Islands and preserved or appropriate for preservation as evidence of court functions, organizations, and activities or because of the value of information they contain.

- I. Eligible employee-a full time, non-probationary employee, whose performance and conduct are at least satisfactory in the opinion of the immediate supervisor and does not have public contact.
- J. Eligible position – some or all duties of the job that are portable and can effectively be performed away from the official duty station without adverse affects on customer service delivery and are conducive to supervisory oversight at the alternative worksite.
- K. Flexible hours- the times during the workday, workweek, or pay period during which an employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the court consistent with the duties and requirements of the position which are 7:30 am to 7:00 pm.
- L. Flexible work schedule (FWS) - means a work schedule that has an 80-hour bi-weekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by the Court.
- M. Gliding schedule - a type of flexible work schedule in which a full-time employee has a basic work requirement of 8 hours in each day and 40 hours in each week, may select a starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours.
- N. Maxiflex schedule - a type of flexible work schedule that contains core hours that could be on fewer than 10 workdays in the bi-weekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the bi-weekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established by the court.
- O. Official duty station – the documented location on the most recent Notice of Personnel Action (NOPA) and where the employee normally performs duties.
- P. Regular (Traditional) Work Schedule: A fixed-schedule where full-time employees work a 40-hour week, 8 hour day for 5 consecutive days a week, Monday to Friday, excluding a 1 hour lunch period per day.
- Q. Situational telework-an approved work schedule where an eligible employee works on an occasional, one-time, or irregular (non-routine) basis away from the official duty station.
- R. Telework agreement: A written agreement required for all types of telework arrangements that outlines the terms and conditions under which the employee may perform work at an alternative worksite.

IV. **POLICY**

The Judicial Branch of the U.S. Virgin Islands will provide eligible employees and eligible positions with the opportunity to participate in the alternative work schedule (AWS) and telework (TLW) programs, subject to approval, when it is mutually beneficial to both employees and the Judiciary.

- A. Participation in the programs is voluntary and a privilege, not an entitlement. Employees who are not approved to participate in the AWS and TLW programs are required to establish and maintain a regular/traditional work schedule at the official duty station.
- B. Participating employees may be asked to modify their work schedules. Management will attempt to provide appropriate advance notice, to the extent practicable, when it is necessary to suspend or change work schedules and locations.
- C. Supervisors will provide fair and reasonable consideration for all work schedule requests to meet employee needs without adversely affecting customer service, court operations and efficiency. Supervisors will retain the right to modify or change any employee's work arrangement, at any time, to ensure adequate coverage and staffing.

V. **AUTHORITY**

This policy is hereby made a part of the Judicial Branch of the Virgin Islands' Personnel Rules, Section 3.11 entitled Flex Time and Alternative Work Arrangement Programs Policy.

VI. **RESPONSIBILITIES**

A. Supervisors shall:

- 1) Plan and manage the work of the court.
- 2) Establish and modify work arrangements to ensure adequate office coverage and staffing.
- 3) Stamp each request with the date and time of its receipt.
- 4) Discuss and provide work schedule requirements and expectations with employees under their supervision that are quantifiable or primarily project-oriented.
- 5) Evaluate individual work arrangement requests to determine if (1) the schedule is mutually beneficial to the Judiciary as well as the employee; (2) the employee meets the eligibility requirements; (3) the schedule adversely affects the office operations and efficiency; (4) the requesting employee has demonstrated responsibility and dependability, and (5) extent of interaction with members of the public and others.
- 6) Approve/disapprove employee work arrangement requests within thirty (30) business days following submission, forward to the administrative authority for approval/disapproval. The approved original is provided to the Human Resources Division and a copy to the Financial Services Division and the employee.
- 7) Monitor and administer leave in accordance with established policies.
- 8) Monitor time and attendance of all employees, including those whose schedules fall in whole or in part outside the supervisor's work schedule. (e.g., determine reasonableness of the work output for the time spent, occasional telephone calls or visits during the employee's scheduled work time.)
- 9) Establish procedures, as necessary, to ensure accurate time and attendance reporting.

B. Employees shall:

- 1) Submit the appropriate request forms to his/her supervisor for approval and be prepared to discuss how conflicts that may arise between work responsibilities and how the new schedule will be resolved.
- 2) Adhere to the approved work arrangement and related policies and procedures.
- 3) Obtain approval for deviations from the approved schedule(s).
- 4) Follow established procedures for time and attendance and for leave requests.
- 5) Meet job responsibilities and performance expectations.
- 6) Secure approval when a new supervisor is assigned.

VII. ALTERNATIVE WORK SCHEDULES PROGRAM

Employees who wish to participate in the alternative work schedule must complete the *Work Schedule Request Form*. As a general rule, alternative work arrangements will be granted on a "first-come" basis.

Eligible employees may choose to work one of the following schedules:

- A. Regular (Traditional) Work Schedule: A fixed-schedule where full-time employees work a 40-hour week, 8 hour day for 5 consecutive days a week, Monday to Friday, excluding a 1 hour lunch period per day.
- B. Compressed Work Schedule: A fixed-alternative work schedule where full-time employees work an 80-hour bi-weekly basic work requirement that is scheduled for less than 10 workdays. Employees on a compressed work schedule must work 9 hours on 8 days and 8 hours on 1 day in a bi-weekly pay period and request to have a specific day off during the pay period. In the event a full-time employee on a compressed work schedule is required to work more than 80 hours in a pay period, the employee's extra time is recorded as overtime or compensatory time. To earn overtime or compensatory time, an employee must receive prior approval from his or her supervisor pursuant to Section 3.10 of the Judicial Branch of the Virgin Islands' Personnel Rules.

The time period for employees under a compressed schedule is fixed and therefore cannot change, absent exceptional circumstances. The “day off” is a day that the employee and the supervisor have mutually agreed to be the “fixed” day off. The “day off” cannot be changed at the request of the employee unless the supervisor concludes that exceptional circumstances exist and approves the request in advance. Supervisors must ensure that there is adequate coverage in all court offices to accomplish the Judiciary’s mission and accommodate customer needs when scheduling an employee’s day off.

- C. **Gliding Work Schedule:** A flexible alternative work schedule in which an employee has a basic work requirement of 8 hours in each day and 40 hours in each week, may select a starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours. (Only applicable to management staff.)
- D. **Maxiflex Work Schedule:** A flexible alternative work schedule where employees may vary the number of hours worked on a given workday or the number of hours worked each week within the limits established. Full time employees must complete a basic work requirement of 80 hours in a bi-weekly period and must work core hours on the days they are scheduled to work.

The range of hours that an employee may be authorized to work for each schedule is 7:30 am to 7:00 pm, Monday through Friday. All employees must complete their basic work requirement (80 hours for full-time employees) within the bi-weekly pay period. If at the end of a pay period an employee has not completed the basic work requirement, the balance will be charged to leave (annual, sick, compensatory, or leave without pay).

| Schedule | Hours Per Day | Start/End Time Range | Hours Worked Per Pay Period | Number of days off per pay period |
|--|--|----------------------|-----------------------------|---|
| Regular (Traditional) Work Schedule | 8 | 7:30 am – 7:00 pm | 80 | 0 |
| Compressed Work Schedule (CWS) | Eight 9-hour days and one 8-hour day | 7:30 am – 7:00 pm | 80 | 1 |
| Maxiflex Work Schedule (MWS) | 8-10 ½ hours per day (based on approved work schedule agreement) | 7:30 am – 7:00 pm | 80 | Varies based on approved work schedule. |
| Gliding Work Schedule (GWS) | 8 | 7:30 am – 7:00 pm | 80 | 0 |

VIII. TELEWORK ARRANGEMENT PROGRAM

Employees who wish to participate in the telework program must complete the *Telework Agreement* and the *Work at Home Telework Safety Checklist*. For further details, see the *Telework Agreement* and *Work at Home Telework Safety Checklist*.

With approval, employees in an approved AWS program may continue to work on a flexible or compressed schedule when participating in telework.

IX. LEAVE

All employees will follow established policies and procedures for requesting leave. When taking approved leave, an employee will be charged according to his/her approved work schedule.

X. COMPENSATORY TIME

All employees must follow established procedures for obtaining advance approval for working overtime or compensatory time pursuant to Section 3.10 of the Judicial Branch of the Virgin Islands' Personnel Rules.

XI. HOLIDAY

On a holiday, a full-time employee on a compressed schedule is paid for the number of hours on a specific day of the compressed schedule (e.g., 9 hours) while full-time employees under a flexible schedule are only entitled to be paid for 8 hours. Under a flexible schedule (e.g., maxiflex), if an employee's regularly scheduled 9 hour workday falls on a holiday the employee would need to make up the hour difference during the current pay period.

XII. TRAINING

Supervisors and employees should consider reverting to a regular/traditional work schedule for the pay period if training is a week or more in length and is known in advance. Supervisors have the authority to make adjustments to an employee's work schedule to accommodate training.

XIII. TRAVEL

When on travel status, employees participating in AWS may be asked to modify their work schedule to the hours of the court office they are visiting. An employee who works a compressed schedule should consider working a regular/traditional work schedule for the pay period if travel is known in advance and it is a week or more in length. An employee working a flexible schedule, while in a travel status is considered to be working his/her hours of employment. Similarly, the time spent in travel status by a non-exempt employee, as defined by the Fair Labor Standards Act (FLSA), on a flexible schedule during regular working hours is considered to be hours worked. Supervisors have the authority to make adjustments in an employee's work schedule as necessary to accommodate travel.

XIV. MEETINGS

Employees are required to be available for meetings regardless of their work schedules. Employees are required to attend meetings either in person, via video conference or telephonically to accommodate the Judicial Branch's operations and needs. Therefore, it should be clear to all employees that meeting times, training times, etc., are not defined by an approved work schedule—they can be changed at the discretion of the employee's supervisor and the administrative authority.

XV. QUESTIONS

This policy established guidelines for alternative work schedules, but does not attempt to address every potential issue. Supervisors will be responsible for enforcing the policy. Questions concerning this policy should be directed to the Administrator of Courts or the Human Resources Division of the Judicial Branch Administrative Office at P. O. Box 590, St. Thomas, U.S. Virgin Islands 00804 or administrative.services@vicourts.org or Human.Resources@vicourts.org.

/s/ Rhys S. Hodge
RHYS S. HODGE
Chief Justice



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Work Schedule Request Form

This form must be submitted to the Human Resources Division five (5) business days before the start of a new pay period.

1. **Employee Name (Print or Type)** _____
Last Name
First Name
MI

2. **Type of Schedule** **Regular (Traditional)**
 Compressed (Requested Day off: _____ 1st week 2nd week)
 Gliding
 Maxiflex

3. **Work Schedule** (Work total must equal 80 hours for bi-weekly work schedule. Hours worked must be between 7:30 am and 7:00 pm, Monday – Friday.)

| First Week of Pay Period | Monday | Tuesday | Wednesday | Thursday | Friday |
|--|--------|---------|-----------|----------|--------|
| Start Time | | | | | |
| End Time | | | | | |
| Total Hours | | | | | |
| Total Weekly Hours (1st Week): _____ | | | | | |
| Second Week of Pay Period | Monday | Tuesday | Wednesday | Thursday | Friday |
| Start Time | | | | | |
| End Time | | | | | |
| Total Hours | | | | | |
| Total Weekly Hours (2nd Week): _____ | | | | | |
| Total Bi-Weekly Hours _____ | | | | | |

Employees choosing a flexible schedule will be required to be present for work during core hours (9:00 am to 2:30 pm) on days they are scheduled to work.

Employee Signature: _____ **Date:** _____(mm/dd/yyyy)

Approved **Disapproved** **Supervisor Signature:** _____ **Date:** _____(mm/dd/yyyy)

Approved **Disapproved** **Administrative Authority Signature:** _____ **Date:** _____(mm/dd/yyyy)

Approved effective date: _____ (Must be the beginning of a pay period.)

**Narrative reply for disapproval of requested schedule is required. Additional sheets may be attached.



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**Work at Home Telework Safety Checklist
EMPLOYEE CERTIFICATION**

| | | | | | |
|--|--|---------------------------|--|-----------------|--|
| Employee Name: | | Title | | | |
| Supervisor's Name and Title: | | | | | |
| Home Address: | | City and State | | Zip Code | |
| HOME Telephone | | Cellular Telephone | | | |
| Describe worksite in home: | | | | | |
| <p>I believe the attached Safety Checklist is accurate and my home is a reasonably safe place to work.</p> | | | | | |
| Employee Signature | | Date | | | |
| Supervisor Signature | | Date | | | |
| Administrative Authority's Signature | | Date | | | |

| LIST OF ITEMS/CONDITIONS TO INSPECT- Check Yes, No, Or Not Applicable (N/A) as appropriate | | Yes | No | N/A |
|--|---|--------------|----|-----|
| 1 | Is the workplace free of asbestos-containing materials? | | | |
| 2 | If asbestos-containing material is present, is it undamaged and in good condition? | | | |
| 3 | To the extent it can be determined, is the work area free of indoor air quality problems? | | | |
| 4 | Is the space free of noise hazards? | | | |
| 5 | Are temperature, noise, ventilation, and lighting adequate for your normal level of job performance? | | | |
| 6 | Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling, etc.)? | | | |
| 7 | Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service? | | | |
| 8 | Do circuit breakers clearly indicate if they are in the open or closed position? | | | |
| 9 | Will the building's electrical system permit the grounding of electrical equipment (a 3 prong receptacle)? | | | |
| 10 | Is there a potable (drinkable) water supply? | | | |
| 11 | Are all stairs with four or more steps equipped with handrails? | | | |
| 12 | Are aisles, doorways, and corners free of obstructions to permit visibility and movement? | | | |
| 13 | Are file cabinets and storage closets arranged so drawers and doors do not open into hallways? | | | |
| 14 | Are the phone lines, electrical cords, and surge protectors secured under a desk or alongside a baseboard? | | | |
| 15 | Is there a smoke detector in or near the work area? | | | |
| 16 | Is adequate ventilation present for the desired occupancy? | | | |
| 17 | Are lavatories available with hot and cold running water? | | | |
| 18 | Do chairs have any loose casters or wheels? | | | |
| 19 | Are the rungs and legs of chairs sturdy? | | | |
| 20 | Is the office space neat, clean, and free of worn or frayed seams? | | | |
| 21 | Are the floor surfaces clean, dry, level, and free of worn seams? | | | |
| 22 | Are carpets well secured to the floor and free of frayed or worn seams? | | | |
| 23 | Do you have an emergency or contingency plan in place with emergency telephone numbers and means of escape? | | | |
| 24 | Is your chair adjustable? | | | |
| 25 | Do you know how to adjust your chair? | | | |
| 26 | Is your back adequately supported by a backrest? | | | |
| 27 | Are your feet on the floor or fully supported by a footrest? | | | |
| 28 | Are you satisfied with the placement of your computer monitor, mouse, and keyboard? | | | |
| 29 | Is it easy to read the text on your screen? | | | |
| 30 | Do you have enough leg room at your desk? | | | |
| 31 | Is the computer monitor screen free from noticeable glare? | | | |
| 32 | Is the top of the computer monitor screen at eye level? | | | |
| 33 | Is there space to rest the arms while not keying? | | | |
| 34 | When keying, are your forearms parallel with the floor? | | | |
| 35 | Are your wrists fairly straight when keying? | | | |
| NOTE: Employees are responsible for informing their supervisors of any significant change to work area or space! | | | | |
| REMARKS: | | | | |
| EMPLOYEE SIGNATURE: | | DATE: | | |



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Telework Agreement

The following constitutes an agreement on the terms and conditions of the Core Situational telework arrangement between _____ Employee Name (Last Name, First Name, MI).

Voluntary Participation

Employee voluntarily agrees to work at an approved alternative workplace indicated below and to follow all applicable policies and procedures. Employee recognizes that the telework arrangement is not an employee entitlement but an additional method the Judicial Branch may approve to accomplish work. Teleworkers fall under the same regulations, directives, and policies as if they were at their official duty station.

Duty Station:

The employee understands that his/her official duty station remains _____, and that all pay, leave, and travel entitlements are based on the official duty station.

Supervisor and employee agree that the employee's approved alternate workplace is:

Address: _____ (Street Number, Street Name)
_____ (City, State, Zip)

Describe Location: _____

Cellular Phone Number: _____

Landline Telephone Number: _____

E-mail Address: _____

Official Duties:

Unless otherwise instructed, employee agrees to perform official duties only at the official duty station and approved alternate workplace. Employee agrees not to conduct personal business while in official duty status at the alternate workplace.

The employee understands that telework is not a substitute for dependent care.

Work Schedule and Tour of Duty:

The employee is approved to work at the approved alternate worksite specified above in accordance with the following schedule. Supervisor and employee agree to this work schedule.

(If intermittent, the telework agreement should include procedures for approval of specific days/hours at alternative worksite. Supervisor and employee may agree to a telework arrangement on a trial basis for a certain period of time and the time period must be specified in this agreement.)

| Day | Per Week | Per Pay Period | Fixed Work Schedule | Alternative Work Schedule (Flexible or Compressed) | Duty Hours | |
|-----------|----------|----------------|---------------------|--|------------------------|----------------------|
| | | | | | Specify hours of work. | Specify lunch break. |
| Monday | | | | | | |
| Tuesday | | | | | | |
| Wednesday | | | | | | |
| Thursday | | | | | | |
| Friday | | | | | | |

Time and Attendance:

The supervisor agrees to certify biweekly the time and attendance for hours worked at the alternative worksite in the same manner as if the employee reported for duty at the traditional worksite. Employee will be required to self-certify time and attendance.

Employee may be required to work during emergency closures on his or her regular telework day, or on any day when the Judicial Branch is closed by an emergency.

Employee is aware that should a situation arise that would preclude working at home, the employee must notify the supervisor immediately, request leave or report to his/her official duty station. The supervisor will decide the appropriate action on a case-by-case basis.

Leave:

Employee agrees to follow established office procedures for requesting and obtaining approval of leave.

Overtime/Compensatory Time:

Employee may work overtime/compensatory time only when overtime is scheduled and approved in advance by his/her supervisor. Administrative or disciplinary action including termination of the telework agreement may result if employee performs unauthorized overtime/compensatory work and supervisors will act vigorously to discourage it.

Equipment/Supplies/Judicial Branch Assets:

Employee agrees to protect any Judicial Branch owned equipment and to use the equipment only for official purposes. The Judicial Branch agrees to service and maintain any Judicial Branch equipment issued to the telework employee. However, the Judicial Branch is not required to provide equipment in all cases. This determination will be made on a case-by-case basis. The employee agrees to report malfunctions in Judicial Branch owned equipment to the supervisor, and the employee agrees to bring such equipment to the traditional office for maintenance and/or repairs if necessary.

The employee is expected to use his or her own furniture, telephone lines, and other equipment. The employee agrees to install, service, and maintain the personal equipment used for telework. The Judicial Branch agrees to provide the employee with all necessary office supplies (pens and paper) and also reimburse the employee for business related long distance, where necessary.

List any Judicial Branch equipment that will be used at the alternate workplace in the table below. Attach additional documentation as needed.

| | Item | Inventory No. | Date Out | Date Returned |
|----|------|---------------|----------|---------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

Security:

Employee agrees not to remove classified/sensitive material (hard copy or electronic) from the official duty station unless approved by the administrative authority or supervising Justice and to safeguard all information removed from official duty station, and created at the alternate worksite. Employee agrees to protect Judicial Branch records from unauthorized disclosure or damage by protecting and securing sensitive, non-classified information in a locking cabinet or safe.

If provided with computer equipment for the alternative workplace, employee agrees to comply with Judicial Branch security and Information Technology policies and procedures and ensure adequate security measures are in place to protect the equipment from being damaged, stolen, or accessed by unauthorized individuals. Employee understands that passwords must be protected and agrees to accept responsibility and will be liable for damaged or stolen equipment.

The employee understands that the Judicial Branch will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative worksite.

The employee agrees to follow the policies concerning personal use of office equipment and library collections while working at the alternative worksite.

Work Area:

If the alternative worksite is the employee's home, he/she agrees to designate one area in the home as the official work or office area for performance of official duties. The employee understands that the home office is a space set aside for the employee to work. The employee must ensure that family responsibilities must not interfere with work time and non-business telephone calls and visitors are kept to a minimum.

This area is the only area in the employee's home that is subject to the Judicial Branch's potential exposure to liability. The employee must complete the *Work at Home Telework Safety Checklist*, a self-certification safety checklist to certify that the work area is safe in accordance with Occupational Safety and Health Administration (OSHA) standards. In addition, employee agrees to maintain the alternative worksite in a safe condition, free from hazards, and other dangers to the employee and equipment and understands that maintaining an adequate alternative worksite will be a condition of continuing the Telework Agreement.

Workplace Inspection:

The employee agrees to permit the access to the alternative worksite by Judicial Branch representatives as necessary during the employee's normal working hours for the term of the telework arrangement, to insure that the proposed workspace is safe, and all equipment is adequately installed and performing properly.

Alternative Workplace Costs:

Unless otherwise agreed to, the employee understands that the Judicial Branch will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative worksite such as home maintenance, insurance, or utilities. The employee understands that he or she does not relinquish any entitlement to reimbursement for authorized expenses (long distance calls, mailing of work products, etc.) incurred while conducting business for the Judicial Branch.

Safety and Worker's Compensation:

Employee understands that he/she is covered by Worker's Compensation for injuries and work-related illnesses sustained while performing official duties at the regular office or the alternative worksite. The Judicial Branch's potential liability is restricted to this official work station for purposes of telework. The employee agrees to notify the supervisor immediately of unsafe and/or unhealthful conditions and practices at the alternative worksite and personal conditions (physical or mental) that adversely affect his or her ability to performance work in a safe and healthful manner. The employee agrees to report to his/her supervisor immediately any job-related incident that results in or has the potential to cause injury, illness, or property damage and to complete any required forms.

The Judicial Branch is not responsible for any injuries to family members, visitors, and others in the employee's alternative worksite. The employee may not have business guests at the alternative worksite or any other location except the Judicial Branch's offices.

Work Assignments/Performance:

Employee agrees to complete all assigned work according to procedures provided by the supervisor and according to guidelines and standards outlined. The employee agrees to provide regular reports if required by the supervisor for evaluating performance. The employee understands job performance will be consistent with those of coworkers who are not teleworkers and that a decline in performance or conduct may be grounds for canceling the alternative workplace arrangement. The Judicial Branch agrees to ensure employee is properly notified of job-related training, conferences, workshops, office meetings, etc.

Employee understands that he or she must be available for contact by the supervisor, co-workers, customers, etc. to include scheduling staff or all-hands meetings on days and times when the majority of employees are present at the regular worksites; and/or making arrangements for conference call connections.

Records Management Considerations:

Employee agrees that he/she will ensure that files, records and reference materials used or created at the alternative worksite are properly safeguarded, returned to and incorporated in the official office files as appropriate.

Standards of Conduct:

Employee agrees that he or she continues to be bound by all conflict of interest statutes and regulations while working at the alternative worksite that would apply if working at the official worksite.

Disciplinary Actions:

Employee shall adhere to all policies, rules, and regulations of the Judicial Branch while teleworking. Nothing in this agreement precludes the Judicial Branch from taking any appropriate disciplinary or adverse action against employee for any conduct issues associated with teleworking, including failure to comply with the telework agreement.

Reporting and Evaluation:

Employee agrees to participate in studies, inquiries, reports or analyses relating to teleworking at the Judicial Branch's discretion.

Termination of Telework Agreement:

Employee understands that the Judicial Branch may suspend or terminate the telework agreement, and the supervisor may notify the employee to resume working at the official duty station. Suspension of a Telework Agreement could be for such circumstances as employee's performance not meeting the prescribed performance standard, conduct or other performance concerns, safety problems in the alternative worksite, or the telework arrangement does not meet the needs of the Judicial Branch; for example when there are office vacancies, customer service is adversely affected, long-term leave of other employees, or peak workload periods. Written termination is within the supervisor's discretion.

An employee may request to end participation in the program, without cause, at any time.

Renewal of Telework Agreement:

The Telework Agreement will be discussed, reviewed and renewed at least annually, whenever there is a major job change (such as a promotion), work circumstances, performance, whenever the teleworker or supervisor changes positions, or changes in job, employee, and supervisor characteristics.

Effective Date:

The effective date of this Telework Agreement is _____ for the period

_____.

(Month, Day, Year) (Month, Day, Year)

Signatures:

I have read and understand this Agreement and agree to abide by and operate in accordance with the terms and conditions described. I agree that the sole purpose of this agreement is to regulate telework and that it does not constitute an employment contract and may not be construed as such. I understand that this agreement may be cancelled at anytime.

Employee's Signature and Date:

Supervisor's Signature and Date:

Administrative Authority's Signature and Date:
