

## TELEWORK AGREEMENT

The following constitutes an agreement on the terms and conditions of telework between:

Employee's name: \_\_\_\_\_

Supervisor's name: \_\_\_\_\_

Court, Chambers, Court Unit, or Federal Public Defender Organization (FPDO): \_\_\_\_\_

1. The employee has read and agrees to adhere to the [Guide to Judiciary Policy \(Guide\), Volume 12, Chapter 10, Telework](#), and any additional requirements imposed by the court's local Telework Plan. The supervisor concurs with the employee's participation in telework as outlined by the terms of this agreement.
2. The employee is authorized to telework on the following basis:
  - Ad hoc during emergencies only, e.g., COOP events, inclement weather or similar situations, as required by local policy, or by appointing officer (executive or judge) or delegated manager or supervisor;
  - Ad hoc (including intermittent or temporary full-time telework) based on work requirements and situational circumstances such as medical recuperation periods, as approved by the appointing officer (executive or judge) or delegated manager or supervisor;
  - Regular and recurring, generally at least one day per pay period, on the following days (unless changes are approved by the supervisor):

- \_\_\_\_\_ ;
- Full-time, when the employee is not required to report to the employing court or organization at least twice each biweekly pay period on a regular and recurring basis.

**Note:** The location of the telework site is the official duty station (e.g., for locality pay, leave, travel, and workers' compensation purposes) for an employee who teleworks and is not required to report to the employing court or organization at least twice each biweekly pay period on a regular and recurring basis.

3. Employee agrees to limit telework to the approved telework location. The telework location is (indicate either home or telework center, and full street address with city, county, state, and zip code):

#### 4. Attendance and Leave

Employee's time and attendance will be documented as either regular hours or telework hours, i.e., telework hours must be documented on the employee's time sheet, whether ad hoc; regular and recurring; or full-time ([Guide, Vol 12, § 930.20.30](#)).

#### 5. Telework During COOP Events or Weather Emergencies

- When the court or organization is closed to the public due to a COOP event, inclement weather, or other similar circumstances (e.g., flood, fire, or loss of electricity or other services), the employee  is /  is not required to telework when possible, or may contact the supervisor to request leave or excused absence (if circumstances warrant at the discretion of the appointing official).

- During a weather or other emergency when the court or organization is open with an option for unscheduled leave, the employee may either report to the court or organization, telework (even if it is not the employee's normal telework day), or request annual leave, or sick leave if applicable.

6. Travel and Relocation

If a full-time teleworker is required to travel to and from the court or FPDO (e.g., to attend a required meeting or training), travel reimbursement:

- is authorized;
- is not authorized;
- is authorized no more than ( \_\_\_\_\_ ) times per year;
- other (please explain): \_\_\_\_\_

**Note:** Travel is not authorized when a teleworker commutes between his or her home and the official duty station (i.e., the court or organization for an employee who is not defined as a full-time teleworker). Relocation expenses are not authorized when the official duty station changes as a result of the initiation, modification, or termination of a full-time telework agreement.

7. Equipment, Supplies and/or Services Provided by the Court or Organization

The following government-owned equipment, supplies, and/or services are provided by the court or organization for the employee's use while teleworking:

- personal computer/laptop
- cell phone or blackberry
- printer
- USB modem internet card (e.g., 4G SIM card)
- supplies (e.g., paper, pens, toner/ink)
- other: \_\_\_\_\_

**Note:** For the use of government-owned equipment, see: [Guide, Vol 12, § 1020.60](#). The government will not be responsible for operating costs, home maintenance, or any other costs (e.g., utilities) that are associated with the use of the employee's residence as the telework site.

8. Equipment and Services Provided by the Employee

The following employee-owned equipment and/or services are used by the employee while teleworking:

- personal computer/laptop
- land line telephone or cell phone equipment and service
- printer
- internet connectivity (cable) service
- electricity
- other: \_\_\_\_\_

**Note:** For use of employee-owned equipment, see: [Guide, Vol 12, § 1020.65](#).

## 9. Information Technology (IT) Security

The court or organization IT manager has an inventory of any government-owned IT equipment provided for an employee's use at the telework site. Policies and procedures covering the care and maintenance of government-issued equipment, the security of equipment, and the protection of judiciary records and data from unauthorized disclosure or damage have been discussed, and are clearly understood. The employee certifies that the requirements are met, including the following:

- Employee will protect government records and data from unauthorized disclosure or damage.
- The government maintains ownership of its records, data, and any hardware or software the government provides for use by employee.
- Employee agrees to immediately report any unauthorized access to government records or data.
- The employee has completed the court's or FPDO's initial and periodic IT security training and understands his or her responsibilities regarding protecting access to the networks and systems as well as keeping sensitive information secure.
- Up-to-date antivirus software has been installed on the computer at the telework site (including procedures for when and how to update virus signatures) by the IT staff, or by the employee if an employee-owned computer is used for telework.
- The government will not be liable for damages to employee's personal or real property during telework. (For liability exceptions, see [Guide, Vol 12, § 1020.80.20\(b\)](#).)

## 10. Safety

Requirements for a safe and adequate telework space and area have been discussed and the employee certifies that those requirements are met. Some of the issues discussed include:

- adequate temperature, ventilation, and lighting;
- aisles free of obstructions;
- space free of noise hazards;
- handrails for stairs;
- labeled circuit breakers and/or fuses;
- grounded electrical equipment free of recognized hazards (e.g., frayed, loose or exposed wires);
- surge protector installed at the telework site;
- telephone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard;
- office space free of excessive amounts of combustibles;
- carpets secured to the floor and free of worn or frayed seams;
- satisfactory placement of the monitor and keyboard;
- enough leg room at the desk;
- chair adjustable with adequate support.

Employee agrees to permit inspections of telework site during official work hours to ensure proper maintenance of the government-owned property and work site conformance with safety standards.

11. Accident or Injury

Any job-related accident or injury occurring to the employee at the telework site must be brought to the immediate attention of the supervisor. Because a job-related accident sustained by an employee while teleworking will occur outside the premises of the court or FPDO, the supervisor must investigate any report immediately following notification. Employee may be covered under the Federal Employees Compensation Act if injured in the course of performing official duties at the telework site. ([Guide, Vol 12, § 1020.55](#))

12. Either management or the employee may terminate participation in telework at any time.

**Note:** If a manager terminates a full-time telework agreement for any reason, e.g., for operational reasons or performance, the employee is required to report back to the employing court or organization location or another location at the discretion of the court or FPDO. If the full-time teleworker is required to report back to the employing court or another location outside of the commuting area of the telework location and the employee declines to report, at the discretion of the court or FPDO the employee  is /  is not eligible for severance pay -- subject to additional severance pay eligibility criteria provided in the [Guide, Vol 12, § 685](#).

_____	_____
<i>Employee's Signature</i>	<i>Date</i>
_____	_____
<i>Supervisor's Signature</i>	<i>Date</i>
_____	_____
<i>Appointing Official's Signature</i>	<i>Date</i>

**Note:** A court or FPDO may attach an addendum to this form to cover any additional court or organization-specific elements or requirements.