

# Office of Court Administration

## Teleworking Policy

September 2019

Approved by:  10/2/2019  
**David Slayton, Administrative Director**

## **Office of Court Administration Teleworking Policy**

Office of Court Administration (OCA) employees may request and be allowed to perform their job duties from home on a routine basis (Teleworking) with the appropriate approval.

Teleworking is not appropriate for all job functions. As the needs of the agency change, the supervisor may need to change or terminate telework arrangements accordingly. No employee is entitled to or guaranteed the opportunity to telework. Telework is a privilege that can be terminated at any time by agency management.

Approval to telework is at the discretion of the employee's immediate supervisor and division director and may be granted in accordance with the terms of a completed and signed Telework Agreement (Agreement).

Supervisors may also grant approval for employees to work from home on an infrequent basis. Although such approvals do not require a signed Agreement, the same terms listed below will apply in either situation.

- Employee recognizes that the telework arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work.
- The Agreement is not a basis for changing an employee's salary or benefits. All OCA policies and procedures remain in effect while an employee teleworks.
- Employee recognizes that the employee's place of employment continues to be OCA's headquarters at 205 W. 14<sup>th</sup> Street, not the employee's personal residence.
- Employee may accumulate compensatory time for hours worked from his/her home when approval is obtained in accordance with OCA's current policy regarding approval to earn compensatory time.

- Employee agrees not to conduct personal business while teleworking, for example, caring for dependents or making home repairs.
- OCA is not responsible for any operating costs that are associated with the employee using his or her home as an alternative worksite, for example, home maintenance, insurance, utilities or computing equipment and services.
- The supervisor can alter, temporarily suspend, or terminate this Agreement at any time with notification to the employee.
- During telework hours, the employee will be available through email, phone or other agreed communication channels to supervisor and co-workers.
- OCA assumes no liability for injury at the employee's telework site to any other person who would not be in the work area if the duties were being performed at OCA's headquarters.
- Workers' compensation benefits will apply to injuries arising out of and in the course and scope of employment.
- Job duties and expectations are not altered by this Agreement and remain the same as on-site duties and expectations.
- The employee understands that OCA will not be liable for damages to an employee's personal or real property while the employee is teleworking, except to the extent the law provides.
- Nothing in this Agreement precludes the agency from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this Agreement.
- Nothing in this Agreement alters the at-will status of an OCA employee.

**Telework/Alternative Work Schedule Approval***(to be approved prior to implementation)*

OFFICE of COURT ADMINISTRATION

**Employee Name****Job Title****Manager Name****Date****Telework Schedule**

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Total Hrs
<b>Start</b>								
<b>End</b>								
<b>No. of Hrs</b>								

**Alternative/Flextime/Compressed Workweek Schedule (options include start and end times between the hours of 6am and 7pm)**

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Total Hrs
<b>Start</b>								
<b>End</b>								
<b>No. of Hrs</b>								

 **Check here for Telework Agreement****By signing below, all parties understand and agree to the following:**

- Employee has requested to work the alternative/telework schedule indicated above and to follow all applicable policies and procedures.
- Employee recognizes that the telework arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work.
- This Agreement is not a basis for changing the employee's salary or benefits. All OCA policies and procedures remain in effect.
- Employee recognizes that the employee's place of employment continues to be OCA's headquarters at 205 W. 14<sup>th</sup> Street, not the employee's personal residence.
- Employee may accumulate compensatory time for hours worked from his/her home when approval is obtained in accordance with the procedures in place at OCA's headquarters office.
- Employee agrees not to conduct personal business while teleworking, for example, caring for dependents or making home repairs.
- OCA is not responsible for any operating costs that are associated with the employee using his or her home as the place from which to telework, for example, home maintenance, insurance, utilities or computing equipment and services.
- The supervisor can alter, temporarily suspend, or terminate this Agreement at any time with notification to the employee.
- During telework hours, the employee will be available through email, phone or other agreed

# Telework/Alternative Work Schedule Approval

(to be approved prior to implementation)

OFFICE of COURT ADMINISTRATION

communication channels to supervisor and co-workers.

- OCA assumes no liability for injury at the employee’s telework site to any other person who would not be in the work area if the duties were being performed at OCA’s headquarters.
- Workers' compensation benefits will apply to injuries arising out of and in the course and scope of employment.
- Job duties and expectations are not altered by this Agreement and remain the same as onsite expectations.
- The employee understands that OCA will not be liable for damages to an employee's personal or real property while the employee is teleworking, except to the extent the law provides.
- Nothing in this Agreement precludes the agency from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this Agreement.
- Nothing in this Agreement alters the at-will status of an OCA employee.

**Check here for an Alternative/Flextime/Compressed Workweek Agreement**

**By signing below, all parties understand and agree to the following:**

- This alternative work schedule will be reviewed and renewed each year.
- Employee understands a minimum 30-minute lunch is required. Lunch breaks may not be taken at the end of the day to leave early except as approved by the employee’s supervisor on a case by case basis.
- Employee who works a compressed workweek understands they must revert to working 8 hours/day for 5 days during weeks in which a holiday falls.
- Employee meets the Eligibility Criteria in the Alternative Work Schedules Policy.
- Employee understands there is a separate Teleworking Policy. Teleworking arrangements require an approved Telework Agreement prior to implementation.
- Nothing in this Agreement alters the at-will status of an OCA employee.

\_\_\_\_\_  
Employee (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Director (signature)

\_\_\_\_\_  
Date