



Iowa Judicial Branch Telework Participant Agreement

New Agreement Updated Agreement

This document constitutes a Telework Agreement between _____ and the Iowa Judicial Branch, which details the terms and conditions of teleworking. The Agreement will begin on _____ until further notice.

If this is a new Agreement, a Telework Application and Safety Assessment are required to be completed and provided to the employee’s supervisor. If this is an updated Agreement, the only additional document needed is the Safety Assessment.

Name:	Telework Address:
Classification:	Telework Phone:
Office Phone:	Supervisor:
Office Address:	Miles from Office to Telework Location:
Length of Time Employed by the Judicial Branch:	Length of Time in Current Position:
Domicile:	

Frequency and Work Schedule

<input type="checkbox"/> Daily	Monday	To
<input type="checkbox"/> Weekly	Tuesday	To
<input type="checkbox"/> Every Other Week	Wednesday	To
<input type="checkbox"/> On Occasion	Thursday	To
<input type="checkbox"/> Other:	Friday	To
	Saturday	To
	Sunday	To

Terms and Conditions

The employee agrees to perform their duties and responsibilities at home or alternative workplace. The employee agrees to submit to their supervisor as required or requested, a telework report outlining planned tasks, and completed assignments during the period of the report.

The employee is expected to communicate effectively (email, video, and phone) on telework days with co-workers, the public, their supervisor, and stakeholders. Their productivity must also remain consistent or improve while teleworking. Their calendars need to reflect the teleworking days. Their e-mail and voice mail messages need to state how to contact the



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employee on their telework days, or their phone forwarded to their phone number at their telework location.

Terms of Agreement

This Agreement must be reviewed minimally annually and for all updates a new Telework Participant Agreement is needed.

Teleworking is not an employee benefit intended to be offered to the entire judicial branch. As such, no employee is entitled to or guaranteed the opportunity to telework. Teleworking is available only to employees in suitable telework positions and is voluntary. This Agreement is not a contract of employment and should not be construed as such.

This Agreement shall become effective as of the date written above, and shall remain in effect until terminated by either party in writing. The employee may terminate the employee's involvement in the program at any time. The supervisor may terminate the Agreement based on a business need, a performance issue, or the employee is no longer eligible. The judicial branch will not be held responsible for costs, damages, or losses resulting from the end of participation in the teleworking program.

If required by the supervisor, the employee agrees to check-in periodically with the supervisor each telework day. The employee understands the supervisor can call the employee into the official workplace at any time for any reason.

Work Schedule, Hours, and Overtime

The current work schedule (days and hours worked each week) must be followed and documented in the "Frequency and Work Schedule" section of this Agreement. Work schedules and changes to the schedules must be discussed and approval obtained from their supervisor first. The number of hours worked per day is not expected to change for the employee. The supervisor may require that the employee work certain "core hours" and be accessible by telephone during those hours.

If overtime is anticipated, it must be discussed and approved in advance by their supervisor, the same as any overtime worked while in the office.

Availability

The employee will be available at the alternative workplace during the scheduled work hours documented above, including being available for the public, co-workers, their supervisor, and stakeholders. The employee will provide contact information to their supervisor, co-workers, the public, and other stakeholders as appropriate.



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Equipment

If technical assistance is needed for judicial branch equipment, the employee will contact JBIT help desk to help resolve the problem. If the issue cannot be resolved within a reasonable timeframe and the tasks identified for that day are technology-dependent, the employee will travel to the official workplace for the remainder of the workday and will continue to travel to the official workplace until the problem can be resolved. All equipment issues will be communicated with their supervisor, and before making the commute trip. Equipment that may be provided by judicial branch includes computer and software and other equipment needed for teleworking. All judicial branch provided items remain the property of the judicial branch and must be returned to judicial branch upon request, when terminating teleworking, or terminating employment. The computer and software, and any other equipment or supplies provided by judicial branch are provided for use on work assignments only. Other household members or anyone else may not use the equipment and supplies. Judicial branch owned software may not be duplicated except as formally authorized. The judicial branch will be responsible for the insurance and maintenance of all judicial branch equipment. The internet will not be provided or paid for by the judicial branch.

Employees may use personal equipment for teleworking purposes. In such cases, the employee will be responsible for the maintenance and insurance required for the equipment.

Workplace

The employee's supervisor must approve the site chosen as the telework location. If authorized for telework, the employee agrees to designate an official workspace within the employee's home or alternate area for placement and installation of equipment to be used while teleworking. Employees agree to maintain the workplace in a safe condition, free from hazards, and other dangers to the employee and equipment. The employee agrees to sign a Safety Checklist verifying the workspace is free from hazards.

Secure/Confidential Materials

The employee must receive prior approval from their supervisor to (1) remove secure/confidential materials from the official workplace, and (2) access secure/confidential information through their computer. The employee will take all reasonable caution to secure confidential materials at all times, such as materials in their possession or control while teleworking. The employee agrees to abide by all data security procedures, as described by the [Judicial Branch Handbook](#) and IT [Policies](#) and [Procedures](#).

Office Supplies

Office supplies will be provided by the judicial branch, as needed. Employee's out-of-pocket expenses for other supplies will not be reimbursed unless the employee received prior approval from their supervisor.



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Liabilities for Injuries

The employee and the judicial branch's liability and respective obligations shall be governed by Iowa law.

Meeting with Public

The employee shall not use their home to meet with the public. Rather, the employee shall meet with the public in their official workplace or in another public location. The employee agrees to abide by all rules and procedures regarding meetings and the public at the alternative workplace.

Signature

The employee remains obligated to comply with all judicial branch rules, policies, procedures, instructions, and this Agreement. The employee understands that violation of any of the above may result in discontinuation from teleworking and discipline, up to and including termination.

I have read and understand this Telework Participant Agreement and accept all of its conditions. This Agreement is not a contract of employment.

Employee Signature

Date

Supervisor Signature

Date

Next Highest Level Supervisor, If Applicable

Date

DCA/SCA Director/Other Manager Signature

Date

Provide the completed Telework Participant Agreements to Human Resources.