

MARYLAND STATE JUDICIARY**TELEWORKING AGREEMENT and WORK SCHEDULE**

This agreement, entered into effective (date) _____, is between (name of employee) _____ (hereinafter referred to as "Employee"), an employee of the Maryland State Judiciary (herein referred to as "the Judiciary" or "Judiciary") and the Judiciary. It establishes the respective obligations of the parties under the Judiciary's Telework Program.

The parties, intending to be legally bound, agree as follows:

Scope of Agreement

Other than those duties and obligations expressly imposed on Employee under this agreement, the duties, obligations, responsibilities and conditions of Employee's employment with the Judiciary remain unchanged. Employee's salary and participation in the pension, benefit, and comparable State-sponsored plans shall remain unchanged.

The terms "remote work site" or "remote workplace" shall mean Employee's residence or any remote office location approved by the Judiciary. The term "main work site" shall mean Employee's usual and customary Judiciary work address.

The term "workspace" shall mean the area within the main or remote work site, which has been designated as the Employee's personal work area.

This agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

Term of Agreement

This Agreement shall become effective as of the date first written above, and shall remain in full force and effect for one year from the date of signing this Agreement. The Agreement may be renewed annually or at any time at the discretion of the Judiciary and/or the Employee.

Termination of Agreement

Employee agrees that participation as a teleworker is voluntary and is available only as long as Employee is deemed eligible at the Judiciary's sole discretion. Either party may terminate Employee's participation as a teleworker, with or without cause, upon reasonable notice thereof, in writing, to the other. The Judiciary will not be held responsible for costs, damages or losses resulting from cessation of participation as a teleworker. This writing is not a contract of employment and may not be construed as one.

Compensation and Leave

Employee agrees to obtain Administrative Official's approval in advance before performing overtime/compensatory work time and before taking leave. Working overtime or compensatory time without such approval may result in termination of the teleworking privilege and/or other appropriate action.

Standards of Conduct

Employee agrees to be bound by the Judiciary's regulations, policies, and procedures while working at the remote workplace. Violation of the foregoing may result in termination of this agreement and the teleworking privilege.

Employee Owned and Judiciary Equipment

General Equipment and Environmental Conditions

Preventative maintenance and repair of equipment used by the teleworker is the responsibility of the owner of the equipment. The Judiciary is responsible for preventative maintenance, repair, relocation, and replacement of Judiciary-owned equipment. Preventative maintenance, repair, relocation, and replacement of Employee-owned equipment are the responsibility of the Employee.

In the case of equipment malfunction, regardless of ownership, the teleworker must notify his or her Administrative Official immediately. In addition, in the event of Judiciary equipment failure or malfunction, Employee agrees to immediately notify the appropriate Judiciary technical resource in order to effect immediate repair or replacement of such equipment. Depending on assigned duties, the teleworker may be required to report to the designated main work site or another assigned remote work site until the equipment is useable.

Any change in the Employee's remote work site that involves the relocation of installed equipment owned by the Judiciary must be discussed in advance with the Employee's Administrative Official and the appropriate JIS personnel to ensure the equipment is handled properly.

Furniture, lighting, household safety equipment, incidental to use of Employee or Judiciary-owned equipment, software and supplies shall be appropriate for their intended use and shall be used and maintained in a safe condition, free from defects and hazards.

Employee agrees to take all reasonable precautions, including but not limited to, scanning all computer equipment and software for viruses prior to use, installation and/or transmission, to prevent the transmission of viruses, unauthorized software or code to any computer owned by the Judiciary or onto the Judiciary's Network System.

In the sections below, the Employee and Judiciary representative (employee's Administrative Official) should initial each paragraph that applies to the specific telework agreement:

Employee Owned-Equipment and Facilities

Employee agrees to the use of his/her personal equipment as a part of the work performed during a telework assignment. Employee is responsible for installation, operational costs, service, and maintenance of any Employee-owned equipment used. The Judiciary does not assume liability for loss, damage or wear of Employee-owned equipment.

The Judiciary reserves the right to install, modify or remove software, internet connections, or other computer systems modification on the Employee's personal equipment. Software utilized by the Employees at their remote work site in the normal course of Judiciary business will comply with all licensing and patent laws.

Judiciary Owned Equipment

The Judiciary, at its sole discretion, may choose to purchase equipment and related supplies for use by Employee while teleworking or to permit the use of Employee-owned equipment. The decision as to the type, nature, function and/or quality of electronic hardware (including, but not limited to, computers, video display terminals, printers, modems, data processors and other terminal equipment), computer software, data and telecommunications equipment (i.e. phone lines) shall rest entirely with the Judiciary. The decision to remove or discontinue use of such equipment, data and/or software shall rest entirely with the Judiciary. Equipment purchased for use by Employee shall remain the property of the Judiciary.

Employee agrees that use of equipment, software, data supplies and furniture, provided by the Judiciary for use at the remote work site, is limited to authorized persons and for purposes related to work.

In the event legal action is necessary to regain possession of Judiciary-owned equipment, software data and/or supplies, Employee agrees to pay all costs incurred by the Judiciary, including reasonable attorney fees.

Workspace

Employee agrees to designate a workspace within the Employee's remote work site for placement and installation of equipment. The Judiciary must approve the site chosen as Employee's designated workspace. The workspace must be adequate for performance of the Employee's official duties. Employee shall maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment.

Employee is responsible for installing fire/smoke detectors in their remote work site.

Employee must work at the designated main work site when not in the remote work site or on Judiciary travel. Employee's Administrative Official shall ensure the employee has an adequate workspace when at the designated main work site.

Inspections

Employee agrees that the Judiciary may make on-site visits to the remote work site for the purposes of determining that the site is safe and free from hazards, and to maintain, repair, inspect or retrieve Judiciary-owned equipment, software, data and/or supplies. The Judiciary will make inspections only during Judiciary core work hours.

Work Schedule and Work Status

Employee agrees that Employee's work schedule will be as designated in the Judiciary's Teleworker Work Schedule form attached to the Teleworking Agreement. Employee's Administrative Official must agree to any changes to Employee's Teleworker Work Schedule in advance. Employee agrees to provide the timekeeper with a copy of employee's Teleworker Work Schedule. Employee agrees to maintain contact with the main work site as specified in the Teleworker Work Schedule.

Employee agrees to perform only official duties and not to conduct personal business while on work status at the remote work site. Personal business includes but is not limited to caring for dependents or making home repairs.

Work Performance

Employee agrees to provide regular reports if required by the Administrative Official to help judge work performance. Employee understands that a decline in work performance may result in termination of this agreement by the Judiciary.

Supplies

Employee agrees to obtain from the main work site all supplies needed for work at the remote work site and understands that out-of-pocket expenses for supplies regularly available at the main work site will not be reimbursed unless previously approved by the Judiciary.

Reimbursement

Employee agrees that the Judiciary will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities, telephone, insurance) whatsoever, associated with the use of the employee's residence or computer equipment. The Judiciary will reimburse Employee for expenses authorized by Employee's Administrative Official and incurred while conducting business for the Judiciary. The Employee further understands that the tax code for home office use does not apply for teleworkers.

Liability for Injuries

Employee understands that Employee is covered under the Maryland Workers' Compensation law if injured in the course of actually performing official duties at the main work site or at the remote work site during work hours. Employee agrees to notify the Employee's Administrative Official immediately of any accident or injury that occurs at the remote work site and to complete any required forms. The Judiciary agrees to investigate such a report immediately.

Employee understands that the Judiciary will not be liable for damages to Employee's personal or real property while Employee is working at the remote work site, except to the extent adjudicated to be liable under Maryland Law.

Security of Confidential Information

Employee agrees that all Judiciary-owned data, software, equipment, facilities and supplies must be properly protected and secured. Judiciary-owned data, software, equipment, facilities and supplies must not be used to create Employee-owned software or personal data. Employee will comply with all Judiciary policies and instructions regarding security of confidential information. Any software, products or data created as a result of work-related activities are owned by the Judiciary and must be produced in the approved format and medium.

Disclosure

Employee agrees to protect Judiciary records from unauthorized disclosure or damage and will comply with all requirements of law regarding disclosure of Judiciary information.

Other Action

Nothing in this agreement precludes the Judiciary from taking any appropriate disciplinary or adverse action against the Employee if the Employee fails to comply with the provisions of this agreement.

Miscellaneous Conditions

Employee agrees to participate in all studies, inquiries, reports or analyses relating to teleworking for the Judiciary and understands that such studies and reports are public information. The release of such information shall not be inconsistent with existing laws or regulations regarding public information.

I affirm by my signature below that I have read this agreement and understand its subject matter.

Teleworker

Date

I affirm by my signature below that, as the Employee's Administrative Official, I have reviewed this agreement with the Employee and will assume responsibility as the Judiciary's representative for ensuring that all terms and conditions are met.

Administrative Official

Date

MARYLAND JUDICIARY
TELEWORKER WORK SCHEDULE

The following work schedule and locations are agreed upon in support of this Judiciary Teleworking Agreement entered into by the Judiciary and _____ (name of Employee):

Main Office Work Site

ADDRESS:

PHONE NUMBER: _____

Remote Work Site

ADDRESS:

PHONE NUMBER: _____

Work Hours

<u>Day</u>	<u>Hours</u>	<u>Location (R-Remote, M-Main)</u>
Monday	_____	_____
Tuesday	_____	_____
Wednesday	_____	_____
Thursday	_____	_____
Friday	_____	_____
Saturday	_____	_____
Sunday	_____	_____
Daily Lunch Period	_____	_____

Flexible (with prior approval) – to be determined through Teleworker Work Plan

COMMENTS: (If Flexible box is checked, then describe the flexible schedule the employee will work.)

Teleworker: _____ Date: _____

Administrative Official: _____ Date: _____