

THIRD COURT OF APPEALS



WORK-FROM-HOME POLICY

Revised: August 2025

WORK-FROM-HOME POLICY

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WORK-FROM-HOME POLICY

General

This policy outlines work-from-home policy and procedures for eligible court employees. It is the court's intent to provide employees the opportunity to work from home in accordance with the following terms: When doing so is in the court's best interests, when doing so is consistent with the employee's job duties, and if doing so will not diminish the employee's productivity.

Scope

This policy applies to court employees who meet a minimum overall rating of satisfactory on the employee's previous performance evaluation. This policy does not apply to justices, or court employees who work on a temporary or part-time basis.

Duration

The ability to work from home is not a right; therefore, the court may at any time terminate any employee's work-from-home privilege or this work-from-home policy, for any reason.

Definitions

- A. **Regularly assigned location:** Third Court of Appeals, 209 West 14th Street, Room101, Austin, Texas 78701.
- B. **Remote location:** the employee's primary residence.
- C. **Work-from-home:** a work arrangement authorized in accordance with this policy by which an employee works at a remote location.

Employment Relationship

The ability to work from home is a privilege that the court may in its discretion grant to eligible employees who meet this policy's requirements, subject to the discretionary approval of the immediate supervisor and the chief justice. A work-from-home arrangement is voluntary and does not alter an employee's at-will work relationship with the court. An employee participating in a work-from-home arrangement must observe all applicable court rules, policies, and procedures. All existing terms and conditions of employment, including without limitation the employee's salary, benefits, leave, and job classification, remain the same as if the employee worked only at his or her regularly assigned location. An employee's supervisor may consider the employee's performance while working from home during the employee's annual performance review.

Procedure

- A. To obtain general approval to work from home and before beginning work at a remote location, an employee must sign a Work-From-Home Agreement (see Exhibit A).
- B. To obtain approval to work from home on a specific date or at a specific time, an employee must obtain approval (e.g., by text or email) from his or her supervisor before beginning work at the remote location. An employee's supervisor, at his or her discretion, may require an employee to articulate the tangible goals the employee expects to achieve while working from home (e.g., complete a staff review of a 65-page opinion, complete a discussion of the second and third issues in an opinion draft, or read and brief relevant cases on a specific legal issue).
- C. Upon completion of a work-at-home assignment, a supervisor may require an employee to complete a Work-From-Home Verification Form (see Exhibit B).

Remote Location Requirements

- A. The employee must maintain a healthy and safe environment in the remote location.
- B. The employee must protect and secure all sensitive and confidential court information when working from the remote location and immediately and securely shred any document produced at the remote work location that contains confidential court information, and that the employee does not intend to bring to the regularly assigned location on his or her next scheduled nonwork-from-home day.
- C. The employee must have a secure, password-protected internet connection and access at the remote location sufficient to connect with and utilize the court's VPN, subject to the approval of the Office of Court Administration and the court's Network Administrator. The employee must also maintain telephone and email access at all times while working from home.
- D. The employee must ensure that non-work-related events and activities do not disrupt or interfere with work at the remote location. Work-from-home may not be used as a substitute for childcare or any other activity that would prevent the employee from court business. If the employee must stay at home for such a reason or is so ill that he or she is unable to perform at the same standard as in the regularly assigned location under normal conditions, the employee must take appropriate leave.
- E. The employee must ensure that all protective software and firewall technology is installed and used on all equipment at the remote location. The sufficiency of such software and technology on any non-court computer is subject to the approval of the Office of Court Administration and this court's Network Administrator.
- F. In-person business may not be conducted at remote locations.

Work Schedule

- A. An employee may schedule work from home for an entire 8-hour workday or increments of the workday. Unless previously approved by an employee's supervisor, a regularly scheduled workday is 8:00 a.m. to 5:00 p.m., Monday through Friday.
- B. The employee must be able to report to the regularly assigned location on a scheduled work-from-home day if requested.
- C. An employee scheduled to work from home on a day the court opens late or closes early will be expected to work his or her scheduled work hours minus the hours of delay (e.g., if the court opens at 10:00 a.m. instead of 8:00 a.m., the employee may work from home from 10:00 a.m. to 5:00 p.m., with a regularly-scheduled hour lunch break, and receive credit for an 8-hour work day). If the employee is incapable of working at the remote location due to the cause of the delayed opening, the employee may request appropriate leave from his or her supervisor.

Equipment and Supplies

- A. The court will not reimburse an employee for any costs associated with maintaining the remote location in the required condition or for any materials and supplies the employee uses for court work at the remote location, including without limitation internet connection costs, personal equipment, cellular or land line phone costs, utilities, and office supplies.
- B. With advance written approval of an employee's supervisor and the Network Administrator, an employee's personal computer may be used to connect to the VPN and to perform court work through the VPN at the remote location. Otherwise, an employee shall use the laptop maintained by the court at the regularly assigned location for work at the remote location, subject to all policies and restrictions applicable to state-owned property. The employee may not use, commingle, or allow others to use any court equipment. The employee will be financially responsible for any damage or loss to any court equipment resulting from the employee's negligence, misuse, or abuse.

Damage or Loss to Employee or Property

The court will not be liable for costs, damages, or loss to an employee, or to property at the remote location, associated with this Work-From-Home Policy.

Evaluation Standards

Productivity of Work-From-Home employees will be monitored to ensure satisfactory work performance.

Non-Attorney Staff will be evaluated based on the completion of electronic filings and weekly opinion hand down lists. A weekly review of the Court's electronic filing portals (TAMES/RSP) are to be completed by the Clerk of the Court. Evaluation will also be based on the completion of daily duties and assigned tasks.

Attorneys report directly to a supervising justice requiring regular interaction. Evaluation will be based on the satisfactory completion of assigned tasks.

Modification

The Chief Justice may, on an ad hoc basis, approve a modification of the procedures or requirements in this policy for an individual employee.

Exhibit A

Third Court of Appeals Work-From-Home Agreement

I, _____ (employee), verify that I have read and understand the Third Court of Appeals Work-From-Home Policy and Procedures. I agree to, and understand that I must, abide by all terms in this policy as a condition of working from home, including without limitation the following:

- I agree to maintain, at my own expense, password-protected internet service and cellular or land line telephone service at my remote location.
- I agree to provide a safe and suitable remote workspace with a desk and ergonomic seating.
- I agree to maintain continuous telephone, email, and VPN access, while working from home.
- I agree to use only my court laptop to conduct all court business unless otherwise approved by the Chief Justice and Network Manager.
- I agree to conduct all court business over the secure VPN connection to the court's servers and to immediately contact the court's Network Manager or OCA if I have technical difficulties maintaining this connection.
- I agree to protect and secure all sensitive and confidential court information when working from my remote location and immediately and securely shred work product that will not be returned to the court on the next business day following a scheduled work-from-home day.
- I agree to utilize all protective software and firewall technology installed on the court laptop or on any approved personal equipment used at the remote location.
- I agree that, while working from home, I will observe my regularly scheduled work hours unless prior approval for an alternate schedule is approved by my supervisor.
- I understand that my participation in a work from home arrangement is voluntary and that it is a privilege that the court may revoke at any time for any reason.
- I understand that I may be called in to work at my regularly assigned location on any day that I am scheduled to work from home, and I agree to maintain adequate transportation for that purpose.
- I agree not to use work-from-home as a substitute for appropriate leave.

Employee Signature

Date

This agreement provides reasonable flexibility to enhance the Court's ability to achieve its mission. Pursuant to Tex. Gov't Code § 658.011, the above-named employee is authorized to work from home.

Chief Justice

Date

Exhibit B

Work-From-Home Verification Form

Employee: _____

I certify that I worked from my remote location on the following dates:

_____ for a total of _____ hours.
(date)

_____ for a total of _____ hours.
(date)

During those hours, I completed the following:

Employee's Signature

Date