



**EIGHTH COURT  
OF APPEALS**

**STAFF  
ATTORNEY  
WORK-FROM-HOME  
POLICY**

**Revised: August 2025**

## **WORK-FROM-HOME POLICY**

This policy outlines the work-from-home policy and procedures for staff attorneys.<sup>1</sup> The court has enacted this policy to provide certain employees, i.e., staff attorneys, the opportunity to work from a remote location when it is in the court's best interests and when the employee is able to meet the court's productivity expectations so as to achieve the court's mission of working collaboratively to timely issue accurate, high-quality opinions.

### **Definitions**

- A. **Regularly assigned location:** Eighth Court of Appeals, 500 E. San Antonio St., 12<sup>th</sup> Floor, El Paso, Texas 79901.
- B. **Remote location:** the employee's primary residence or other location approved in advance by the employee's supervisor(s).
- C. **Work-from-home:** a work arrangement authorized in accordance with this policy by which a staff attorney 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 staff attorneys, subject to the discretionary approval of the immediate supervisor(s) and the chief justice. A work-from-home arrangement 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 will consider the employee's performance while working from home during the employee's annual performance review in addition to monitor the performance requirements below on a regular basis.

### **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 attached Exhibit A) and the Office of Court Administration's approved VPN agreement.
- B. An employee must also obtain written approval from his or her supervisor(s) before beginning work at the remote location. An employee's supervisor(s) may require an employee to articulate the tangible goals the employee expects to achieve while working from home.

---

<sup>1</sup> This policy does not apply to contract staff attorneys.

### **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.
- 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. Working from home may not be used as a substitute for the care of another person 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
- F. The employee is prohibited from conducting in-person business at the remote location.

### **Work Schedule**

- A. Unless previously approved by an employee's supervisor(s), regularly scheduled workdays are Monday through Friday from 8:00 a.m. to 5:00 p.m. M.S.T.
- B. The employee must be able to report to the regularly assigned location on any work-from-home day if requested.
- C. All employees are expected to report to the regularly assigned location for oral argument as well as both pre- and post-conference on cases in which the employee is assisting with drafting the opinion.
- D. All employees are expected to be physically present for annual in-service programs as requested by their supervisor(s).

### **Performance Requirements**

The employee is expected to communicate daily with his or her supervising justice(s) and, as a general matter, produce three to four merits opinions drafts per month. The expectations will be adjusted at the discretion of the supervising justice(s) based on the complexity of the cases and according to the employee's particular assignments.

The employee's supervising justice(s) will monitor compliance with these performance requirements and the court's rules, policies, and procedures to ensure the employee's work remains satisfactory.

The failure to meet these performance measures or perform in a satisfactory manner will result in suspension of the right to telework. If the employee has cured the issue, the employee's immediate supervisor will determine the length of suspension, with a maximum suspension of 30 days.

### **Equipment**

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 any property at the remote location associated with this Work-From-Home Policy.

### **Modification**

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

Exhibit A

**Eighth Court of Appeals Work-From-Home Agreement**

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

- 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 a remote location.
- I agree to use only my court laptop to conduct all court business unless otherwise approved by the Chief Justice.
- I agree to conduct all court business over the secure VPN connection to the court's servers and to immediately contact OCA if I have technical difficulties maintaining this connection.
- I agree to protect and secure all sensitive and confidential court information when working from a 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 work from home as a substitute for appropriate leave.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

The above-named employee is authorized to work from a remote location.

\_\_\_\_\_  
Chief Justice

\_\_\_\_\_  
Date

**Acknowledgement.** Please acknowledge your understanding and agreement to this Work-From-Home Policy by signing below.

X

---

Date