

## **Telework Agreement Form Walk-Through**

### **1. Participation**

Employee agrees to work at the bureau/office approved alternative workplace indicated below (see No. 3) and to follow all applicable policies and procedures. Employee recognizes the telework arrangement is not an employee entitlement but an additional method the bureau/office may approve to accomplish work.

### **2. Salary and Benefits**

The employee understands his/her salary and benefits remain the same as those at his/her official duty station.

### **3. Duty Station and Alternative Workplace**

The employee understands that his/her official duty station remains and that all pay, leave, and travel entitlements are based on the official duty station.

The employee's approved alternative workplace is:

Address:

Phone Number:

Fax Number:

Cell Phone Number:

Alternate E-mail Address: (Personal E-mail Address)

GSA Telework Center Location:

### **4. Official Duties**

Unless otherwise instructed, employee agrees to perform official duties only at the official duty station or Bureau/Office-approved alternative workplace. Employee agrees not to conduct personal business (e.g., caring for dependents or making home repairs) while in official duty status at the alternative workplace. The Supervisor may choose to attach a general list of duties expected to be performed at the general work site.

### **5. Tour of Duty Trial**

Employee and First-Line Supervisor agree to try the telework arrangement for no more than \_\_\_ months unless unforeseeable difficulties require earlier cancellation.

### **6. Days of Work**

Core: Employee agrees to telework the days indicated on the table during the pay period.

Situational: If telework is situational (medical telework may be considered situational) the approving bureau/office shall follow its applicable procedures for approval of specific days/hours at the alternative workplace.

## **7. Time and Attendance**

The bureau/office agrees to ensure the teleworking employee's timekeeper has a copy of the employee's work schedule. The supervisor agrees to certify biweekly the time and attendance for hours worked at the alternative workplace in the same manner as if the employee reported for duty at the official duty station. The employee will be required to self-certify time and attendance in a format determined by the supervisor.

## **8. Changes to Telework**

Employees who telework shall be available to work at the official duty station on their telework day(s), normally with a one-day notice, when management makes a determination their presence is required. The teleworkers may request to telework on an alternative day when they are required to report to the official duty station.

Requests by the employee to change his/her scheduled telework day in a particular week or biweekly pay period shall be submitted in advance and approved by management.

A permanent change in the telework arrangement requires a new Telework Agreement.

## **9. Leave**

Employee agrees to follow established office procedures for requesting and obtaining approval of leave.

## **10. Overtime**

Employee may work overtime for pay only when overtime is scheduled and approved in advance by his/her supervisor. Employee understands there is no compensation for unauthorized overtime work. Administrative or disciplinary action may result if the employee performs unauthorized overtime work.

## **11. Equipment/Supplies**

The bureau/office will assess the equipment needed for the employee to accomplish his/her job and determine whether such equipment needs to be supplied to the employee or whether employee-owned equipment can be used. The bureau/office agrees to service and maintain any GOE issued to the telework employee, provide the employee with all necessary office supplies, and reimburse the employee for business-related long distance phone calls.

Employee agrees to protect any Government-owned equipment, use the equipment only for official purposes, report any malfunctions in Government-owned equipment to the supervisor, and to bring such equipment to the official duty station for maintenance and/or repairs if necessary.

**12. Security:** The policy in Appendix 3 applies.

**13. Records Management:** The policy in Appendix 3 applies.

**14. Work Area and Liability**

If the alternative workplace is the teleworking employee's home, he/she agrees to designate one area in the home as the official work or office area for performance of official duties. The employee understands the home office is an area set aside for work, and telework shall not be treated as an opportunity to conduct personal business.

The designated home office work area is the only area in the employee's home subject to the Government's potential exposure to liability. The employee shall complete a self-certification safety checklist to certify the work area is safe in accordance with Federal Occupational Safety and Health Administration (OSHA) standards.

The employee understands the Government will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative workplace, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

**15. Workplace Inspection**

The employee agrees to grant bureau/office representatives access to the alternative workplace during the employee's normal working hours with prior notice of at least 24 hours to ensure proper maintenance of Government-owned property and conformance with safety standards, as necessary.

**16. Alternative Workplace Costs**

The employee understands the Government will not be responsible for any operating costs associated with the employee using his/her home as an alternative workplace such as home maintenance, insurance, or utilities. The employee understands he/she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and regulations (e.g., work-related long distance phone calls).

## **17. Safety and Workers' Compensation**

The Employee understands he/she is covered by the Federal Employees' Compensation Act (FECA) for injuries and work-related illnesses sustained while performing official Government duties at the official duty station or the alternative workplace. The employee agrees to notify the supervisor immediately of unsafe and/or unhealthful conditions and practices at the alternative workplace and personal conditions (physical or mental) that adversely affect his or her ability to perform work in a safe and healthful manner.

The employee agrees to report to his/her supervisor immediately any job-related incident that results in or has the potential to cause injury, illness, or property damage and to complete any required forms. The supervisor accepts the responsibility to investigate the incident immediately and to complete and submit a safety report to the bureau/office safety supervisor. Where internet access is available, the supervisor will enter the report of the incident in the Department's Safety Management Information System (SMIS) at the Web address <http://www.smis.doi.gov>.

If the link is unavailable, contact your servicing Human Resource Office for the latest guidance.

## **18. Work Assignments/Performance Standards**

Teleworking will seldom require major changes in position descriptions or performance standards. The employee agrees to satisfactorily complete all assigned work in accordance with procedures, guidelines, standards, and elements in the employee performance plan issued by the supervisor.

The employee understands a decline in performance to less than fully successful may be grounds for canceling the alternative workplace arrangement. The bureau/office agrees to ensure the employee is properly notified of job-related training, conferences, workshops, office meetings, etc. as needed.

## **19. Standards of Conduct**

While working at the alternative workplace, the employee agrees he/she continues to be bound by all conduct and ethics statutes, regulations and policies that would apply while working at the official duty station.

## **20. Disciplinary Actions**

Nothing in this agreement precludes the bureau/office from taking any appropriate disciplinary or adverse action against employees for any conduct issues including

issues associated with telework such as failure to comply with terms and conditions of the Telework Agreement as well as other misconduct or abuse.

## **21. Termination of Telework Agreement**

The employee understands he/she may voluntarily terminate participation in the telework program at any time with the approval of their supervisor except when telework is a condition of employment. The employee also understands the bureau/office—following applicable administrative or negotiated procedures—may suspend the Telework Agreement and the supervisor may require the employee to resume working at the official duty station.

Suspension of a Telework Agreement could be for such circumstances as the following:

- The arrangement no longer meets the Bureau/Office's needs.
- The employee does not conform to the terms of the teleworking agreement (e.g., performance standards are not met or conduct is unacceptable).
- Costs of the Agreement become impractical.
- Reassignment causes a change in workload.
- Office vacancies/coverage issues warrant employee's presence at the official duty station.

## **22. COOP Requirements**

The supervisor specifies in the telework agreement employee expectations during a COOP crisis. Situational teleworkers are expected to maintain sufficient proficiency to effectively telework during COOP or other emergencies. Mission critical (emergency essential) personnel serving on COOP or their emergency response teams may be restricted from participation in telework when their teams are activated.

## **23. Pandemic/Emergency Closure Requirements**

The supervisor identifies and communicates what the employee's expectations will be in the event of a pandemic, emergency closure (including weather related closures).