

## **APPENDIX B: DOJ TELEWORK AGREEMENT**

The telework agreement below is a basic template that can be tailored to match a component's needs. Generally, a telework agreement should include the following, but not be limited to:

- a listing of the Department's and component's policies on telework and a signature indicating understanding and agreement to abide by those policies;
- a listing of telework schedule;
- technology or GFE used to facilitate the telework;
- a self-certified safety checklist (see Appendix E) ; and
- other policy, provisions, or aspects of the agreement that the organization, the manager, or the employee feels should be put in writing.

## DOJ TELEWORK AGREEMENT FORM

Part 1: General Information (Please type or print clearly)			
<b>Action Requested:</b>	New	Change	Termination
			Date of Request
Employee Information			
Employee Name		Component/Division	Office
( )	( )	( )	( )
Work Phone	Work Mobile Phone	Home Phone	Cell Phone
Supervisor's Name			
Part 2: Telework Agreement			
<i>The following constitutes an agreement on the terms and conditions of the telework arrangement between the employee and the Department of Justice.</i>			
Approved Telework Option/Days			
<i>Select one option:</i>			
	<b>Routine Scheduled Telework Days (per Pay Period)</b>		If applicable identify the work schedule for the employee (e.g. Maxiflex).
	Week 1	Week 2	
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			
<b>Routine Scheduled Days per month:</b> <i>List Days per month (if not authorized to telework at least one day per pay period, but at least one regularly scheduled and recurring telework day per month):</i> _____			
<b>Situational (Ad Hoc: short period of time, project based, unscheduled or weather related)</b> <i>Provide examples of approved telework situations</i>			

**Terms of Agreement**

1. Telework is not an employee right or entitlement. The employee volunteers to telework and agrees to adhere to all laws, regulations, and policies. The Department concurs with employee participation and agrees to adhere to all laws, regulations, and policies.

2. The employee agrees to participate for a period beginning: \_\_\_\_\_ and ending: \_\_\_\_\_. The terms of this agreement should be reviewed and updated as necessary, but no less frequently than once every two years.

3. The supervisor and employee agree to the work schedule cited above for the telework location.

Start Time

Stop Time

4. Employee's official worksite:

Street Address

City, State

Zip Code

5. Employee's agency worksite (if different from the employee's official worksite):

Street Address

City, State

Zip Code

6. The approved telework locations are:

*Primary telework location:*

Street Address

City, State

Zip Code

*Secondary telework location:*

Street Address

City, State

Zip Code

Describe in detail the designated work area at the telework locations:

7. Employee has completed the Safety Checklist for Telework Locations. Employee and supervisor have discussed requirements for an adequate and safe work area and the employee certifies that all approved telework locations meet those requirements.

8. Employee completed telework training on \_\_\_\_\_ (date).

9. The following equipment has been issued to the employee and documented by the agency:

Equipment	Description	Issue Date	Serial Number	DOJ Property Tag #	Return Date
Computer					
Telephone					
Other					
Other					
Other					

10. All timekeeping, leave, performance requirements, and special pay approvals are the same as for the traditional worksite.

11. Provided the employee is given at least 24 hours advance notice, the employee agrees to allow the supervisor or a designee, to inspect the telework location during the employee's normal working hours. This is to ensure worksite conformance with these guidelines.

<b>Terms of Agreement</b>		
12. The employee agrees to immediately notify the supervisor of any work-related accident, injury, or illness occurring at the telework location and timely submit completed Occupational Injury/Illness Forms, as appropriate.		
13. The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's telework location, except to the extent the Government is held liable by Federal Tort Claims Act.		
14. The Government will not be responsible for operating costs, home maintenance, or any other incidental costs whatsoever, associated with the use of the employee's residence. While teleworking, the employee is entitled to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.		
15. The employee will apply approved safeguards when teleworking to protect Government/agency records from unauthorized disclosure or damage, and comply with all agency and component policies and regulations regarding classified, unclassified and other sensitive information.		
16. The employee may voluntarily terminate a telework agreement at any time. Supervisors may remove the employee from a telework agreement in accordance with DOJ telework policies, established administrative procedures, and union negotiated agreements. _____ (initial)		
17. The employee agrees to limit performance of assigned duties to the approved telework location. Failure to comply with this provision may result in termination of the telework agreement and appropriate disciplinary action.		
18. The employee agrees that he or she may be required to telework outside of his or her normal telework schedule in the case of a temporary emergency situation (e.g. worksite closure, authorized early dismissal, authorized delayed arrival, declaration of COOP status).		
19. The employee certifies that adequate dependent care arrangements are in place, and will not interfere with the employee's ability to telework.		
<b>Safety Checklist for Telework Locations</b>		
The following checklist is designed to help you assess the overall safety of telework locations. Each participant should read the safety checklist provided below and certify that all telework locations are in compliance with all listed safety criteria.		
Safety Feature	Yes	No
1. Is the space free of indoor air quality hazards such as asbestos and mold?		
2. Is the work space equipped with fire, smoke, and carbon monoxide detectors?		
3. Are stairways and walkways nonslip and free of obstructions and trip hazards?		
4. Is all electrical equipment free of recognized hazards that would cause physical harm?		
5. Are all areas free of obstructions to permit visibility and movement?		
I hereby agree to the telework Terms of Agreement and certify that my telework location is in compliance with all listed safety criteria.		
<b>Employee's signature:</b>		<b>Date:</b>
<b>Part 3: Immediate Supervisor's Review</b>		
	Approval	
	Approval with modification (please describe):	
	Disapproval (state reason):	
<b>Supervisor's signature:</b>		<b>Date:</b>

**Distribution of Copies**

Original – Approving Official

Copy – Employee

Copy – Human Resources