

APPENDIX C: REMOTE WORK AGREEMENT

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

- a listing of the Department's and component's policies on remote work, including any applicable collective bargaining agreement, and a signature indicating an understanding and agreement to abide by those policies;
- a listing of remote work schedules;
- technology or GFE used to facilitate the remote work;
- a self-certified safety checklist (see Appendix E); and
- any other policy, provision, or aspect of the agreement that the organization, the manager, or the employee feels should be put in writing.

DOJ REMOTE WORK AGREEMENT

Part 1: General Information (Please type or print clearly)			
Action Requested:	New	Change	Termination
			Date of Request
Employee Information			
Employee Name		Component/Division	Office
()	()	()	()
Work Mobile Phone	Employee Home/Mobile Phone	Alternate Home Phone	Alternate Mobile Phone
Supervisor's Name and Title			
Part 2: Remote Work Agreement			
<i>The following constitutes an agreement on the terms and conditions of the remote work arrangement between the employee and the Department of Justice.</i>			
Approved Remote Work Specifics			
<i>Select one option:</i>			
<p>Employee initiated request (please see attached)</p> <p>Management initiated or advertised as remote</p> <p>Proposed Start Date: _____</p> <p>Address and location of Official Worksite (include City, State, and zip code*):</p>			
Management (determined by the component - e.g., supervisor/manger) has completed a cost benefit analysis as it pertains to this request.			
<p><small>*Note: The official worksite location is used to determine pay (e.g., locality pay), RIF competitive area, travel reimbursement, and/or unemployment compensation. Any travel related expenses shall be processed in accordance with agency and Component specific policy and guidance.</small></p>			

Terms of Agreement

1. Remote work 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 on (if date is known) : _____ or upon termination of the agreement.

3. The supervisor and employee have agreed to a set a work schedule, including core hours of work for the remote work location.

4. Employee's traditional worksite
(Generally, the Component's home/regional office address)

_____ Street Address

_____ City, State

_____ Zip Code

Supervisor contact information:

Phone Number

For more information please refer to telework.gov, DOJ Agency, and Component specific telework and remote work guidance.

5. If applicable, include/attach documentation related to the request for remote work or termination of this agreement.

6. Employee has completed the self-certified safety checklist for remote locations. Employee and supervisor have discussed requirements for an adequate and safe work area and the employee certifies that approved remote work location meet those requirements.

7. Employee completed telework/remote work training on _____ (date).

8. 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					

9. Assignments and Communication: The supervisor and the employee have communicated regarding work assignment clarification related to remote worksite, agreements on office communication, checking voice mail and email, and contacting the supervisor.

10. All timekeeping, leave, performance requirements, and special pay approvals have been verified by the supervisor. Employee understands that his or her pay may change based on the location of the remote worksite.

Terms of Agreement		
11. The employee agrees to immediately notify the supervisor of any work-related accident, injury, or illness occurring at the remote location and timely submit completed Occupational Injury/Illness Forms, as appropriate.		
12. 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 remote work location, except to the extent the Government is held liable by Federal Tort Claims Act.		
13. 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 on remote work, the employee may be entitled to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.		
14. 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.		
15. The employees must follow agency or component guidance when requesting to terminate a remote work agreement. Supervisors may remove the employee from a remote agreement in accordance with DOJ telework and remote work policies, established administrative procedures, and union negotiated agreements. _____ (initial)		
16. The employee agrees to limit performance of assigned duties to the approved remote work location. Failure to comply with this provision may result in termination of the remote work agreement and appropriate disciplinary action.		
17. The employee agrees that he or she may be required to work outside of his or her normal remote work schedule in the case of a temporary emergency situation (e.g. worksite closure, authorized early dismissal, authorized delayed arrival, declaration of COOP status).		
18. The employee certifies that adequate dependent care arrangements are in place, and will not interfere with the employee's ability for remote work.		
Safety Checklist for Remote Work Locations		
The following checklist is designed to help you assess the overall safety of the remote work location. Each participant should read the safety checklist provided below and certify that the remote work location is 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 remote work Terms of Agreement and certify that my remote work location is in compliance with all listed safety criteria.		
Employee's signature:		Date:
Part 3: Immediate Supervisor's Review		
	Approval	
	Approval with modification (please describe):	
	Disapproval (state reason):	
Supervisor's signature:		Date:

Distribution of Copies

Original – Approving Official

Copy – Employee

Copy – Human Resources