

**429.50 Telecommuting Agreement**

**Date:**

The following constitutes an agreement on the terms and conditions of the Telecommuting Agreement between:

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

\_\_\_\_\_  
Organizational Unit/Duty Station

\_\_\_\_\_  
Title, Series, Grade

(1) Employee voluntarily agrees to work at the agency-approved alternative workplace indicated below and to follow all applicable policies and procedures. Employee recognizes that the telecommuting arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work and can be terminated at any time. The terms of this agreement will be reviewed on an annual basis.

(2) The employee agrees to participate in the program for the pay period beginning \_\_\_\_\_ and ending \_\_\_\_\_. (A maximum of one year.)

(3) Employee's official hours of duty will be: \_\_\_\_\_

(4) Employee's official work schedule: (e.g. Compressed, Flexible, etc.) \_\_\_\_\_

(5) Type of alternative worksite: home \_\_\_\_\_, GSA telecenter \_\_\_\_\_, non-GSA telecenter \_\_\_\_\_, other (specify) \_\_\_\_\_

(6) Employee will be working at the alternative worksite on the following days:

(7) The alternative worksite's address: \_\_\_\_\_

(8) Telephone number \_\_\_\_\_, fax number \_\_\_\_\_ at alternative worksite.

(9) Employee is telecommuting due to medical reasons: Yes \_\_\_\_\_, No \_\_\_\_\_.

(10) Self-Certification Safety Checklist has been satisfactorily completed and is attached to this agreement.

(11) All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.

(12) Unless otherwise instructed, employee agrees to perform official duties only at the regular office or agency-approved alternative worksite. Employee agrees not to conduct personal business while in official duty status at the alternative work-site, for example, caring for dependents or making home repairs.

Employee's timekeeper will have a copy of the employee's schedule.

(13) The employee's time and attendance will be recorded as if performing duties at the official duty station. Employee will record time and attendance in the approved agency format and forward to their timekeeper. The method of reporting time and attendance does not prevent the employee's obligation to timely certify the records as true and accurate.

(14) The employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave.

(15) The employee will be in pay status while working at the alternative worksite. If the employee works overtime that has been ordered and approved in advance, she/he will be compensated in accordance with applicable laws, rules and regulations. The employee understands that the supervisor will not accept the results of unapproved overtime work and will act vigorously to discourage it. By signing this form, the employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from telecommuting or other appropriate action.

(16) The employee agrees to protect any government-owned equipment and to use the equipment only for official purposes. The agency agrees to install, service, and maintain any government-owned equipment issued to the telecommuting employee. The employee agrees to install, service, and maintain any personal equipment used. The agency agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long distance telephone calls.

(17) Provided the employee is given advance notice (normally 24 hours), the employee agrees to permit inspections by the government of the employee's alternative worksite at periodic intervals during the employee's normal working hours to ensure proper maintenance of government-owned property and work site conformance with safety standards and other specifications in these guidelines.

(18) 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 residence, except to the extent the government is held liable by the Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.

The government will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence. By participating in the telecommuting program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.

(19) The employee is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or the alternative worksite. Any accident or injury occurring at the alternative worksite must be reported immediately to the supervisor. Subsequently, the supervisor must investigate immediately and take appropriate action.

(20) The employee will meet with the supervisor to receive assignments and to review completed work as requested.

(21) The employee agrees to complete all assigned work according to guidelines and standards in the employee performance plan. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance may be grounds for canceling the alternative worksite arrangement.

(22) The employee's performance must currently be at the "results achieved" or equivalent level.

(23) The employee will apply approved safeguards to protect government/agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, P.L. 93-579, codified at section 552a, Title 5 U.S.C.

(24) An employee's involvement in the telecommuting program is voluntary and may be discontinued by the employee or the supervisor at anytime with

appropriate notice (normally 2 weeks). Management may remove an employee from the program if performance declines, the employee violates the terms of the telecommuting agreement or the program no longer benefits the organization's needs, without advance notice.

(25) The employee agrees to limit performance of officially assigned duties to his/her official duty station or to an agency approved alternative worksite. Failure to comply with this provision may result in loss of pay, termination of the telecommuting arrangement, and/or other appropriate disciplinary action.

(26) This agreement is in effect from \_\_\_\_\_ to \_\_\_\_\_.

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Second-line Supervisor

\_\_\_\_\_  
Date

**429.51 Self-Certification Safety Checklist for Home-based Telecommuters**

The following checklist is designed to assess the overall safety of your alternative worksite. Please read and complete the self-certification safety checklist. Upon completion, you and your supervisor should sign and date the checklist in the space provided.

\_\_\_\_\_

Name

\_\_\_\_\_

Home Street Address

\_\_\_\_\_

City/State

\_\_\_\_\_

Business Telephone

\_\_\_\_\_

Official Duty Station

Describe the designed work area in the alternate duty station:

Self-Certification Safety Checklist

<b>Workplace Environment</b> (check appropriate response)	<b>YES</b>	<b>NO</b>
1. Are the temperature, noise, ventilation and lighting levels adequate for maintaining normal level of job performance?		
2. Are all stairs with four or more steps equipped with handrails?		
3. Are all circuit breakers and /or fuses in the electrical panel labeled as to intended service		
4. Do circuit breakers clearly indicate if they are in the open or closed position.		
5. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling)?		
6. Will the building's electrical system permit the grounding of electrical equipment?		
7. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?		
8. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways		
9. Do chairs have any loose casters (wheels) and are the rungs and legs of the chairs sturdy?		
10. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?		
11. Is the office space neat, clean, and free of excessive amounts of combustibles?		
12. Are floor surfaces clean, dry, level and free of worn or frayed seams?		
13. Are carpets well secured to the floor and free of frayed or worn seams?		
14. Is your chair adjustable?		
15. Do you know how to adjust your chair?		
16. Is your back adequately supported by a backrest?		
17. Are your feet on the floor or fully supported by a footrest?		

18. Are you satisfied with the placement of your monitor and keyboard?		
19. Is it easy to read the text on your screen?		

Self-Certification Safety Checklist

<b>Computer Workstation</b> (check appropriate response if applicable)	<b>YES</b>	<b>NO</b>
20. Do you need a document holder?		
21. Do you have enough legroom at your desk?		
22. Is the screen free from noticeable glare?		
23. Is the top of the screen eye level?		
24. Is there space to rest the arms while not keying?		
25. When keying, are your forearms close to parallel with the floor?		
26. Are your wrists fairly straight when keying?		

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

**Approved**

**Disapproved**

**429.52 Supervisory – Employee/Supervisor Checklist**

The following checklist is designed to ensure that your telecommuting employee is properly oriented to the policies and procedures of the Telecommuting Program.

Name of Telecommuting Employee: \_\_\_\_\_

Name of Immediate Supervisor: \_\_\_\_\_

Check List (check appropriate response)	YES	NO
Policies, procedures, and guidelines of the Telecommuting Program have been explained and are clearly understood by the employee.		
Employee has been issued equipment.		
Equipment issued by the agency is documented. <ul style="list-style-type: none"> <li>· Computer</li> <li>· Modem</li> <li>· Fax machine</li> <li>· Telephone</li> <li>· Chair</li> <li>· Other (e.g. software, etc.)</li> </ul>		
Policies and procedures for care of equipment issued by the agency have been explained and are clearly understood by the employee.		
Policies and procedures covering classified, secure, or Privacy Act data have been discussed, and are clearly understood by the employee.		
Requirements for an adequate and safe office space and/or area have been discussed, and the employee certifies those requirements are met.		
Performance expectations have been discussed and are clearly understood.		
Employee understands that the supervisor may terminate employee participation at any time, in accordance with established administrative procedures and union negotiated agreements.		

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date