

**APPENDIX A
TELEWORKING AGREEMENT**

The following constitutes the terms and conditions of the Telework Agreement between:

Employee:

Last Name	First Name	Middle Initial
Title	Pay	Plan/Series/Grade

MISSION AREA/AGENCY/STAFF OFFICE:

TYPE OF TELEWORK: ___ **CORE** (Must complete Telework schedule below)
 ___ **SITUATIONAL**

DESIGNATION UNDER ___ **Emergency** ___ **Mission Critical**
TEMPORARY OR
EMERGENCY SITUATION

The employee is approved to work at the approved alternative worksite specified below in accordance with the following schedule:

DAY	PER WEEK	PER PAY PERIOD	WORK SCHEDULE Fixed or Alternative	WORK SCHEDULE FWS or CWS	DUTY HOURS (specify hours of work and lunch break)
MON					Lunch:
TUES					Lunch:
WED					Lunch:
THURS					Lunch:
FRI					Lunch:

Alternative worksite

The employee's alternative worksite is:

 Home

Address: _____

Location of home office work area: _____

Phone: _____

Fax: _____

E-mail: _____

 GSA Telecenter

Address: _____

Phone: _____

Fax: _____

E-mail: _____

 Other approved alternative worksite

Address: _____

Phone: _____

Fax: _____

E-mail: _____

TRIAL PERIOD (Optional)

Employee and agency agree to try out the teleworking arrangement for at least (*specify number*) months unless unforeseeable difficulties require earlier cancellation.

1 Changes to Telework Arrangement

An employee who teleworks must be available to work at the traditional worksite on their telework day(s), normally with a one-day notice, when management makes a determination their presence is required. The teleworker may request to telework on an alternate day when they are required to report to the traditional worksite on a regular scheduled telework day.

While teleworking, and then required to return to the official duty station, the teleworker must report within a reasonable amount of time. Items to take into consideration are traveling distance, mode of transportation, etc. Teleworkers and management must discuss these items as in some cases there may not be sufficient time for the teleworker to report to the traditional worksite.

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

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

2 Work-at-Home Telework

It is the responsibility of the employee to ensure that all the requirements to do official work are met in an environment that allows the tasks to be performed safely. The employee agrees to permit access to the home worksite by agency representatives as required, normally with a **24-hour notification** and **during normal working hours**, to repair or maintain government-furnished equipment, and to ensure compliance with the terms of this telework agreement.

For work-at-home arrangements, the employee is required to designate one area in the home as the official work or office area that is suitable for the performance of official government business. The government's potential exposure to liability is restricted to this official work office area.

The employee acknowledges that telework is not a substitute for dependent care. However, a caregiver may be present at the alternative worksite to take care of a dependent (newborn to non-school age and/or elderly person) while the teleworker is officially working. Also, school-age children, who require no supervision, may be present at the alternative worksite.

The employee should check with their community associations, if one exists, to ensure there is not a restriction on official working at home.

The government is not responsible for any operating costs that are associated with the employee's use of his or her personal residence as an alternative worksite. This includes home maintenance, insurance, or utilities.

3 Official Duty Station

The employee's official duty station for such purposes as special salary rates, locality pay adjustments, and travel is the city or town, county, and state in which the employee normally works. For most employees, this will be the location of the employee's worksite, i.e., the place where the employee normally works, or at which the employee's

activities are based, as determined by the supervisor. For example, an employee's official duty station would continue to be the agency office as long as the employee regularly commutes into the agency office **at least once a week**. However, if the employee does not regularly commute into the agency office, his or her official duty station will be changed to the alternative worksite from which the employee performs his or her duties.

There are exceptions for short-term situations. There may be unusual situations in which an agency should not change an employee's official duty station even though the employee rarely commutes to the agency office (e.g., in the case of an employee who works **temporarily** from home while recovering from an injury or employees who are required to work **temporarily** at alternative worksites in emergency situations).

4 Time and Attendance, Work Performance and Overtime

Time spent in a teleworking status must be accounted for and reported in the same manner as if the employee reported for duty at the official duty station.

The employee is required to satisfactorily complete all assigned work, consistent with the approach adopted for all other employees in the work group, and according to standards and guidelines in the employee's performance plan.

The employee agrees to follow their normal mission area/agency/staff office's procedures regarding the requesting and approval of both overtime and credit hours that are worked while in a telework status.

5 Security and Equipment

No classified documents (hard copy or electronic) or equipment may be taken to an employee's alternative worksite. For regular and recurring telework, Sensitive But Unclassified Information, including Sensitive Security Information, Privacy Act and For Official Use Only data may be accessed using employee-owned equipment but may only be stored on government-furnished equipment. The employee is responsible for the security of all official data, and protection of any government-furnished equipment and property, in carrying out the mission of USDA at the alternative worksite. Government furnished equipment must only be used for official duties. Teleworkers may not authorize any other person to use any government-furnished equipment.

When a waiver has been obtained in accordance with DM-3525-003, Chapter 5, Part 3 – Telework and Remote Access Security, the employee may use his/her personal computer and equipment for Telework on non-sensitive unclassified data. An approved remote access solution must be used such as a terminal services solution or Web-based e-mail. No sensitive unclassified data will be stored on Employee Owned Equipment (EOE). The employee is responsible for the installation, repair and maintenance of all personal equipment.

The agency shall be responsible for obtaining software licenses that are used on EOE for official business. When EOE is no longer used it is the responsibility of the teleworker to remove and return all government owned software to the agency software manager. The responsibilities for configuration management, patch and antivirus management and other administrative requirements must be defined in this agreement to include the expectations of the teleworker in these matters.

The agency is responsible for the maintenance of all government-furnished equipment. The employee may be required to bring such equipment into the office for maintenance. The employee must return all government furnished equipment and material to the agency at the conclusion of teleworking arrangements or the agency's request.

6 Safekeeping of Government Materials/Documents/Equipment

Sensitive But Unclassified Information, including Sensitive Security Information (SSI), Privacy Act and For Official Use Only data, and non-sensitive unclassified data must be transported from the traditional worksite to the alternative worksite in a secure container (e.g., briefcase with lock).

Sensitive But Unclassified Information, including Sensitive Security Information, Privacy Act and For Official Use Only data, and non-sensitive unclassified data must be stored in a secure file cabinet at the alternative worksite (work-at-home, Telework Center, Satellite location, etc.). When such information is displayed on a computer screen it must not be visible to others. Computer privacy screens which block PC screen visibility to others must be used when SSI is displayed on a computer monitor at an alternative worksite.

Neither family members nor other individuals are authorized to handle and/or view any government Sensitive but unclassified information, including sensitive security information, Privacy Act and For Official Use Only data.

7 Workers' Compensation and Other Liabilities

While teleworking at an alternative work site, an employee who is directly engaged in performing the duties of their jobs are covered by the Federal Employees Compensation Act.

The employee must notify the supervisor immediately of any accident or injury at the alternative work site, provide details of the accident or injury, and complete Department of Labor Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation.

For work-at-home arrangements, the employee is required to designate one area in the home as the official workstation. The government's potential exposure to liability is restricted to this official workstation for the purposes of telework.

The government is not liable for damages to the employee's personal or real property while the employee is working at the approved alternative worksite, except to the extent the government is held liable by the Federal Tort Claims Act or the Military and Civilian Employees Claims Act.

An injured employee, medically able to return to work, may use telework arrangements to return to work as soon as possible. It is a management decision, however, as to whether tasks could be developed in a position; so, that an employee could perform the work at an alternative work site.

8 Standards of Conduct

The employee acknowledges that he/she continues to be bound by the Standards of Ethical Conduct for Employees of the Executive Branch while working at the alternative worksite and using government-furnished equipment.

9 Temporary and/or Emergency Closure

Employees who are teleworking on the day of an emergency agency closure can be required to continue working from their alternative worksite if the closure occurs on his or her telework day. In addition, teleworkers may be designated as either "emergency" or "mission critical" employees. As "emergency" teleworking employees, teleworkers would be required to continue to work at their alternative worksites during all emergency situations when the agency is closed. As "mission critical" teleworking employees, they are expected to remain in contact with their agencies at all times during any closure situation and may be called to work at their alternative worksite during emergencies dealing with national security, extended emergencies or other unique situations. These designations can be an integral part of an agency's Continuity of Operations Planning effort.

The employee agrees to follow the agency's policy regarding excused absences for emergency situations affecting the telework site.

The employee will follow their mission area/agency/staff office policy for a telework employee to be excused from duty during an emergency if the emergency adversely affects the telework site (e.g., disruption of electricity, loss of heat, etc.), if the teleworker faces a personal hardship that prevents him or her from working successfully at the telework site, or if the teleworker's duties are such that he or she cannot continue due to loss of contact with the regular worksite.

10 Mileage Savings

The employee estimates that the telework arrangement will result in a reduction of approximately _____ miles traveled each week from the employee's residence to the official main office via his/her one or more modes of transportation (i.e., car, mass public transportation, vanpool, bus, train, etc.).

11 Computer Security Training

Prior to begin teleworking, ALL teleworkers must complete the appropriate Computer Security Training outlined in DM-3525-003, Chapter 5, Part 3 dated February 17, 2005. Refresher training must be completed annually.

12 Travel and Telework

The travel provisions that apply to employees working at an official duty station also apply to employees who telework. A teleworker who is directed to travel to another worksite (e.g., official duty station) during his or her regularly scheduled basic tour of duty would have the travel hours credited as hours of work. Similarly, as for all employees, teleworkers who are required to travel back to the official duty location after their regularly scheduled basic tour of duty to perform irregular or occasional overtime work, are entitled to at least 2 hours of overtime pay or compensatory time off (5 CFR 550.112(h) and 551.401(e)).

Where an employee teleworks full-time from a location outside of the local commuting official duty station, and his or her alternative worksite has been determined as his or her official duty station, entitlements to travel allowances and official time for travel will be based on that designated official duty station (refer to the guidance provided at 3 above).

13 Tax Benefits

Generally, an employee who uses a portion of his or her home for work does not qualify for any Federal tax deductions. However, employees should consult their tax advisors or the Internal Revenue Service for information on tax laws and interpretations that address their specific circumstances.

14 Termination of the Telework Agreement

Either the employee or the supervisor can terminate this telework agreement by giving a two-week advance written notice. Management shall terminate the telework agreement should the employee's performance not meet the prescribed standard, or the teleworking arrangement fails to meet organizational needs.

15 Date of Commencement

The telework arrangement covered by this Agreement will commence on _____(beginning date) and terminate on _____(ending date).

I have reviewed and understand the terms and conditions of this telework agreement.

Signature:
Employee: _____ **Date:** _____

I have reviewed and discussed the terms and conditions of this Agreement with the employee.

Signature:
Supervisor: _____ **Date:** _____

Copy of approved and signed agreement must be provided to the designated Telework Coordinator.