



Department of Justice Telework Program Telework Agreement Addendum

I. Pay, Leave and Travel

- a. All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.
- b. The employee agrees to pay all of the travel expenses to and from the employee's official and alternative duty stations, including return trips to the official duty station for emergency meetings.
- c. Employee's timekeeper will have a copy of the employee's telework schedule. Employee's time and attendance will be recorded as performing official duties at the official duty station, as long as the employee is in the official duty station at least one day per week.
- d. Employees must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.
- e. Employee will continue to work in pay status while working at alternate worksite. If employee works overtime that has been ordered and approved in advance, he/she will be compensated in accordance with applicable law 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, employee agrees that failing to obtain proper approval for overtime work may result in her/his removal from teleworking or other appropriate action.
- f. The employee agrees that he or she will not engage in dependent care or allow personal business or other employment, whether for compensation or not, to interfere with official business during established duty hours for the duration of this agreement. If a need to attend to such other business arises during duty hours, the employee will request leave following the normal procedures.

II. Work Assignments and Performance

- a. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.

- b. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards stated in the employee's performance plan.
- c. Employee may be required to attend meetings, conferences, or training or to otherwise come to the official duty station on days or hours normally scheduled for the alternative work site.
- d. Employee's job performance will be evaluated on criteria and milestones derived from past performance, occupational standards, and/or other standards consistent with these guidelines as determined by the supervisor and will be consistent with those of non-teleworking co-workers.
- e. Employee's current performance plan contains performance standards covering work completed at the official duty station as well as work completed at the employee's alternate worksite.
- f. Employee's most recent performance rating of record must be fully successful or higher.

III. Facilities

- a. Employee is required to review the self-certification checklist on home safety for telework. Employee is responsible for ensuring that the home office is clean; free of obstructions or potential safety hazards; in compliance with all buildings codes; and free of hazardous materials. The supervisor may deny the request to participate or may rescind a telework agreement based on safety problems in the home.
- b. Provided the employee is given at least 24 hours advance notice, the employee agrees to permit inspections by the Government of the employee's alternate worksite at periodic intervals during the employee's normal working hours to ensure proper maintenance of Government-owned property and worksite conformance with safety standards and other specifications in these guidelines.
- c. 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 Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.
- d. The Government will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) whatsoever, associated with the use of the employee's residence. While teleworking, 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.

IV. Equipment and Support Services

- a. If employee borrows Government equipment, employee will protect the Government equipment. Government-owned equipment will be serviced and maintained by the Government. If employee provides own equipment, he/she is responsible for servicing and maintaining it.

V. Injury on the Job

- a. Employee is covered under Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or within the designated space of an alternate worksite.
- b. Any accident or injury occurring at the alternate worksite must be brought to the immediate attention of the supervisor. Because an employment-related accident sustained by a teleworking employee will occur outside the premises of the official duty station, the supervisor must investigate all reports immediately following notification.

VI. Security

- a. 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.
- b. Employee will comply with the provisions specified in DOJ Order 2640.2E, Information Technology Security when teleworking in order to protect access to DOJ electronic information and computer systems.

VII. Termination of Agreement

- a. Employee may terminate participation in telework at any time. Management has the right to remove the employee from a telework arrangement if the employee's performance declines or if the arrangement fails to support organizational needs; such removal must be accomplished in accord with established administrative procedures and union negotiated agreements.
- b. Employee agrees to limit her/his performance of her/his officially assigned duties to her/his official duty station or to agency approved alternative worksites. Failure to comply with this provision may result in loss of pay, termination of the telework arrangement, and/or other appropriate disciplinary action.