

**APPENDIX B  
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

**Office of Human Resources Management Division:**

**Days in Biweekly Pay Period Employee is Authorized to Telework**

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)
<b>MON</b>					
<b>TUES</b>					
<b>WED</b>					
<b>THUS</b>					
<b>FRI</b>					

**Alternative worksite**

The employee's alternative worksite is:

\_\_\_ **Home office or work area**

Address: \_\_\_\_\_

Location of home office or work area:

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Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_ **GSA Telecenter**

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_ **Other approved alternative worksite**

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**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**

Employees who telework must be available to work at the traditional worksite on telework days on an occasional basis if necessitated by work requirements. Requests by the employee to change his or her scheduled telework day in a particular week or biweekly pay period should be accommodated by the supervisor wherever practicable, consistent with mission requirements.

A permanent change in the telework arrangement must be reflected in a new Telework Agreement.

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## **2 Work-at-Home Telework**

It is the responsibility of the employee to ensure that a proper work environment is maintained while teleworking.

Work-at-home teleworkers must complete and sign a safety checklist that proclaims the home safe for an official home worksite, 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, 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 or office area for the purposes of telework. The employee acknowledges that telework is not a substitute for dependent care.

The Government is not responsible for any operating costs that are associated with the employee using his or her personal residence as an alternative worksite, including 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 official duty station corresponds to that found on the most recent SF 50, Notification of Personnel Action.

## **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 traditional worksite.

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 work overtime only when ordered and approved by the supervisor in advance. Employees who work overtime without such prior approval may be subject to administrative or disciplinary action.

## **5 Security and Equipment**

No classified documents (hard copy or electronic) may be taken to an employee's alternative worksite. For regular and recurring telework, sensitive unclassified material, including Privacy Act and For Official Use Only data, may only be used by teleworkers provided with Government-furnished equipment. The employee is responsible for the security of all official data, 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 and family members and friends of teleworkers are not authorized to use any Government furnished equipment.

Where the employee has been approved by the agency to use his/her personal computers and equipment for telework on non-sensitive unclassified data, remote access software must not be loaded into employee's personal computers for official purposes. The employee is responsible for the installation, repair and maintenance of all personal equipment.

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 materials to the agency at the conclusion of teleworking arrangements or the agency's request.

## **6 Liability and Injury Compensation**

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 of the Military and Civilian Employees Claims Act.

The employee is covered by the Federal Employees Compensation Act (FECA) when injured or suffering from work-related illnesses while conducting official Government business. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative worksite while performing official duties and to complete any required forms.

## **7 Standards of Conduct**

The employee acknowledges that he/she continues to be bound by the Department of

Agriculture standards of conduct while working at the alternative worksite and using Government-furnished equipment.

**8 Mileage Savings**

The employee estimates that the telework arrangement will result in a reduction of approximately \_\_\_\_\_miles traveled in commuting per week.

**9 Termination of the Telework Agreement**

This telework agreement can be terminated by either the employee or the supervisor by giving 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.

**10 Date of Commencement**

The telework arrangement covered by this Agreement will commence on:  
\_\_\_\_\_ (date) AND terminate on: \_\_\_\_\_ (date)  
\_\_\_\_\_

**Signatures:**

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Employee \_\_\_\_\_ Date \_\_\_\_\_

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Supervisor \_\_\_\_\_ Date \_\_\_\_\_

