# U.S. DEPARTMENT OF LABOR Section 15: Standard Individual Telework Agreement

The following constitutes an agreement between the named employee and the Agency on the terms and conditions of the individual's participation in the DOL Telework Program.

Employee Name:
Agency:
Official Duty Station Address:
Alternate Worksite Address:
Business Telephone:
Email Address:
Fax Number:
Supervisor Name:

This agreement is for a formal arrangement. The employee will telework under a formal arrangement on the days identified below in a bi-weekly pay period. Nothing precludes the employee and supervisor from informally agreeing that the employee will report to the office on a scheduled telework day on an ad hoc/as needed basis.

### **Telework Schedule**

Week 1:	Week 2:
□ Monday	□ Monday
□ Tuesday	□ Tuesday
$\square$ Wednesday	□ Wednesday
□ Thursday	□ Thursday
🗆 Friday	🗆 Friday

This agreement is for an informal arrangement. The employee will telework on an ad hoc/as needed basis with supervisory approval.

The employee's telework arrangement will begin on \_\_\_\_\_.

The employee chooses  $\Box$  chooses not  $\Box$  to participate in the office's flexitime work schedule (must select one)

If the employee chooses not to participate in the office's flexitime work schedule, the employee and supervisor agree that the employee's official tour of duty will be from \_\_\_\_\_\_ to \_\_\_\_\_.

If the employee chooses to participate in the office's flexitime work schedule, the employee will communicate his/her daily start and stop times by means of \_\_\_\_\_\_.

Everything in this Section is subject to office coverage needs as outlined in Article 12 and Article 5 of the DOL - Local 12 Collective Bargaining Agreement.

The rules and policies governing the employee's time & attendance, and the requesting of overtime and leave are unchanged by participation in the telework program. Employees must obtain supervisory approval before taking leave in accordance with prescribed office procedures and applicable law, rule, or regulation. If the employee works overtime that has been directed and/or approved in advance, the employee will be compensated in accordance with applicable law, rule, or regulation.

If the employee uses Government equipment, the employee will use and protect the Government equipment in accordance with 5 CFR 2635.704. Government-owned equipment will be serviced and maintained by the Government. If the employee provides his/her own equipment, the employee is responsible for servicing and maintaining it.

Employees must make a reasonable attempt to ensure a safe and healthy work environment. Provided the employee is given at least 24 hours advance notice, and Management has reasonable cause to believe that hazardous working conditions exist, an inspection by the Government of the employee's home worksite may be conducted during the employee's normal working hours to ensure proper maintenance of Government-owned property and worksite conformance with health and safety standards.

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 Claim Act.

The Government will not be responsible for operating costs, home maintenance, or any other incidental cost whatsoever (e.g., utilities) associated with the use of the employee's residence. By participating in this 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.

Injuries that arise in the performance of duty at the alternate worksite are subject to the Federal Employees' Compensation Act.

The employee will apply approved safeguards to protect Government/Agency records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at Section 552a, title 5 U.S.C. and specific Agency(ies) confidentiality requirements. The supervisor and employee will discuss these safeguards.

The employee has been provided a copy of the Telework Article.

# **Employee Certification**

The employee volunteers to participate in telework and agrees to adhere to the terms and conditions of the DOL Telework Program and this agreement.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Supervisor Certification

The Agency concurs with this employee's participation and agrees to adhere to the terms and conditions of the DOL Telework Program. A copy of the signed agreement must be provided to the Agency/Regional Telework Coordinator and Local 12. These parties must be notified when/if this agreement is terminated.

Supervisor's Signature: Date:

#### For use by Agency/Regional Telework Coordinator:

Date agreement is received:

Date agreement is forwarded to Local 12:

Date agreement is terminated (if applicable):

Date Local 12 is notified of agreement termination (if applicable):