

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Human Resources

TELECOMMUTING WORK AGREEMENT

[INSERT FULL NAME OF EMPLOYEE, GRADE, AND POSITION TITLE] (Employee), hereby requests permission to participate in the Telecommuting Program (Program) in order to perform assigned job duties at a worksite, other than my official work station (Alternative Worksite) on certain days during Employee's tour of duty. I am currently an employee of _____ **[INSERT NAME AND FULL ADDRESS OF AGENCY]**.

I. TERMS

1. If Agency Head approves Employee's application to participate in the Telecommuting Program, Employee agrees to act in accordance with this Telecommuting Work Agreement (Agreement) and all applicable rules and regulations of the Agency and District of Columbia government.
2. Employee acknowledges and agrees that Employee's failure to comply with the terms of this Agreement and all applicable rules and regulations (pertaining to employee conduct) of the Agency and District of Columbia government may result in termination from the Telecommuting Program.
3. Prior to commencing Telework under the Telecommuting Program, Employee will meet with Employee's supervisor to receive assignments or projects and to review completed work as necessary and appropriate. Employee will complete all assigned work according to work procedures, as directed by Employee's supervisor, and according to guidelines and expectations stated in Employee's performance plan.
4. Employee's supervisor will evaluate Employee's job performance in accordance with Employee's performance plan.
5. Employee agrees to limit performance of Employee's officially-assigned duties to assignments or projects approved by Employee's supervisor at the Alternative Worksite. Employee must also be able to respond to any work-related voice mails or electronic mails by close of business or within 24 hours from receipt of the same.
6. Employee will apply approved safeguards to protect Agency or District government records from unauthorized disclosure and damage. While working at the Alternative Worksite, Employee will comply with the applicable privacy requirements set forth in District law, personnel regulations, and Agency policies and procedures.
7. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings in the General Information Guide Telecommuting (Guide) attached to and made a part of this Agreement. If there is any conflict between the terms of this Agreement and the terms of the Guide, the terms of this Agreement will control.

II. COMPENSATION AND BENEFITS

1. Employee will continue to work in a pay status while working at Employee's Alternative Worksite. All salary rates, leave accrual rates, and travel entitlements will remain as if Employee performed all work at Employee's official duty station.
2. Employee understands that overtime work must be approved, in advance, by Employee's supervisor. If Employee works overtime that has been approved in advance, Employee will be compensated in accordance with applicable D.C. personnel regulations, laws, orders, Agency policy and, where applicable, the terms of the collective bargaining agreement.
3. By signing this Agreement, Employee agrees that failing to obtain approval for overtime work may result in his or her removal from the Telecommuting Program or other appropriate action.
4. Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this Agreement, Employee further agrees to follow Agency procedures for requesting and obtaining approval of leave.

III. EQUIPMENT/EXPENSES

1. If Employee uses Agency equipment, Employee agrees to protect such equipment in accordance with predetermined Agency guidelines. District government-owned equipment will be serviced and maintained by Agency.
2. If Employee provides equipment, Employee is responsible for servicing and maintaining it.
3. Neither Agency nor the District government will be liable for damages to Employee's personal or real property during the course of performance of official duties or while using District government equipment at the Alternative Worksite.
4. Neither Agency nor the District government will be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) associated with the use of Employee's residence as an Alternative Worksite.
5. At the discretion of Agency Head, Employee may be reimbursed for the following expenses:
 - a. Use of Employee's personal phones for business-related long distance telephone calls from home, subject to Employee's compliance with applicable expense reimbursement procedures and guidelines; and
 - b. Mail charges, facsimile charges, and copies only in the event that Employee's immediate supervisor expressly instructs Employee to conduct any of these activities at the alternative work site.

6. At the discretion of Agency Head, Employee may not be reimbursed for the following expenses:
 - a. Internet connection, DSL, use of personal computer equipment, and/or other related charges; and
 - b. Employees for utility costs, including heating, air conditioning, lighting, and the operation of government furnished data processing equipment, associated with the residential alternative worksite.

IV. SAFETY

1. Management may deny participation in the Telecommuting Program or rescind this Agreement based on verified safety problems or threats in the Alternative Worksite. For the sole purpose of the Telecommuting Program and provided Employee is given at least 48-hours advance notice, management may inspect Employee's home worksite at periodic intervals during Employee's normal working hours. If Employee is in a position represented by a labor organization, Employee may request that a labor representative accompany the Telecommuting Program Coordinator or Agency Head, on an Alternative Worksite visit.
2. Employee is covered by, and subject to, the appropriate provisions of the District of Columbia Public Sector Worker's Compensation Program, as appropriate, if injured while performing official duties at the central worksite or Alternative Worksite. Employee will immediately notify Employee's supervisor of any work-related injury that occurs while Employee is working at the Alternative Worksite. Employee's supervisor will investigate all accident and injury reports immediately following notification.

V. INDEMNIFICATION

Employee shall indemnify and hold harmless the District government, its employees, agents and officers from any and all liability for personal injury or any claim for compensation whatsoever, except for any Employee's injury(ies) covered by the District of Columbia Disability Compensation Program, which action or claim may be filed against the District government, its employees, agents or officers, arising from any incident that occurs while Employee is working at any Alternative Worksite. This indemnification provision shall be null and void in the event Employee is not approved for participation in the Telecommuting Program. If Employee's application is approved, but subsequently terminated, the indemnity provision shall no longer be in effect after the last day on which Employee was allowed to participate in the Telecommuting Program.

VI. INITIATION AND TERMINATION OF AGREEMENT

1. Employee agrees to satisfactorily complete the Agency's training for the Telecommuting Program.
2. In the event that Employee requires access to Employee's official duty station desktop computer, Agency may, but will not be obligated to, make provisions for remote computer access.
3. Employee agrees to adhere to this Agreement and all other applicable Agency and DC government personnel laws, guidelines, orders, and policies.
4. The signature of the Agency Head below indicates Agency's concurrence with Employee's participation in the Telecommuting Program.
5. Employee may terminate participation in the Telecommuting Program at any time, subject to the terms of the Agreement. Employee shall provide at least two weeks' advance, written notice to the Agency of the Employee's intent to terminate the Agreement. When feasible, Agency will use reasonable efforts to provide two weeks' advance notice to Employee, but is not required to provide such notice.
6. Agency may terminate Employee's participation in the Telecommuting Program at any time for reasons that include, but are not limited to, Employee's performance and the Agency's organizational or operational needs.
7. At specified times, Employee's supervisor and Employee will complete surveys to evaluate the Telecommuting Program.
8. By signing below, Employee acknowledges receiving a copy of the D.C. personnel regulations on Telecommuting.

VII. ALTERNATIVE WORKSITE INFORMATION

Employee's Alternative Worksite address and telephone number:

(Street Address, City, State, and Zip Code)

(Phone Number)

SIGNATURES

By signing this Telecommuting Work Agreement, parties agree to abide by all of the terms and conditions of the Telecommuting Work Agreement.

AGREED TO BY:

EMPLOYEE: _____

Print Name: _____ Date: _____

SUPERVISOR: _____

Print Name: _____ Date: _____

AGENCY HEAD: _____

Print Name: _____ Date: _____