GOVERNMENT OF THE DISTRICT OF COLUMBIA
D.C. Department of Human Resources

TELECOMMUTING WORK AGREEMENT

I. PREAMBLE

I, _____ (*Employee*), request permission to participate in the
(Print Name)
Telecommuting Program (Program), and to perform my job duties at an alternative worksite. If approved, I agree to act in accordance with the *Telecommuting Work Agreement (Agreement)*, and I understand that my failure to comply with the terms of the *Agreement* may result in my termination from the *Program*.

II. TERMS AND CONDITIONS

1. *Employee* agrees to participate in the *Program* for a period not to exceed 6 months, beginning _____ and ending _____. This *Agreement* may be extended for 6 months, based on supervisory approval. If extended, the terms of this *Agreement* should be reviewed and modified, as necessary.

2. *Employee's* central worksite is: _____

3. *Employee's* alternative worksite is: _____

4. Describe in detail the designated work area at the alternative worksite:

   _____

   _____

   _____

5. At the central worksite, *Employee's* work hours and tour of duty will normally be from _____ to _____, on the following days: _____.

6. At the alternative worksite, *Employee's* work hours and tour of duty will normally be from _____ to _____, on the following days: _____.

7. Upon request of *Employee's* supervisor, *Employee* must be able to report back to the central worksite *within 2 hours of the request*.

8. *Employee's* time and attendance will be recorded in the same manner as if s/he were performing official duties at the central worksite.

9. The supervisor will maintain a copy of *Employee's* work schedule, and *Employee's* time and attendance will be recorded in the same manner as if s/he were performing official duties at the central worksite.

III. WORK STANDARDS AND PERFORMANCE

1. The *Employee* will meet with the supervisor to receive assignments or projects and to review completed work as necessary and appropriate. All assigned work will be completed according to work procedures as directed by the supervisor, and according to guidelines and expectations stated in *Employee's* performance plan.

2. The supervisor will evaluate *Employee's* job performance in accordance with *Employee's* performance plan.

3. *Employee* agrees to limit performance of his or her officially-assigned duties to assignments or projects approved by the 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*.

4. *Employee* will apply approved safeguards to protect his or her agency or District government records from unauthorized disclosure and damage, and will comply with the privacy requirements set forth in District law, personnel regulations, and agency policies or procedures at the alternative worksite.

IV. COMPENSATION AND BENEFITS

1. *Employee* will continue to work in a pay status while working at his or her alternative worksite. All salary rates, leave accrual rates, and travel entitlements will remain as if *Employee* performed all work at the central worksite.

2. *Employee* understands that overtime work must be approved an advance by the supervisor. If *Employee* works overtime that has been approved in advance, s/he will be compensated in accordance with D.C. personnel regulations, applicable law, Department policy and, where applicable, 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 *Program* or other appropriate action.

4. *Employee* 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.

V. EQUIPMENT/EXPENSES

1. If *Employee* uses agency equipment, s/he agrees to protect such equipment in accordance with predetermined agency guidelines. District government-owned equipment will be serviced and maintained by the agency.

2. If *Employee* provides equipment, s/he is responsible for servicing and maintaining it.

3. Neither the 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 the 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.

VI. SAFETY

1. Management may deny participation in the *Program* or rescind an *Agreement* based on verified safety problems in the alternative worksite. For the purpose of the *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, s/he may request that a labor representative accompany management on an alternative worksite visit.

2. *Employee* is covered by the appropriate provisions of the Disability Compensation Program, as appropriate, if injured while performing official duties at the central worksite or alternative worksite. *Employee* will immediately notify his or her supervisor of any work-related injury that occurs at the alternative worksite while working. The supervisor will investigate all accident and injury reports immediately following notification.

VII. INDEMNIFICATION

1. 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 that may be filed against the District government, its employees, agents or officers, arising from any incident that occurs while *I* am working at my place of residence or other alternative worksite. This indemnification provision shall be null and void in the event *I* am not approved for participation in the *Program*. If the application is approved but is subsequently terminated, the indemnity provision shall no longer be in effect after the last day on which I was allowed to participate in the *Program*.

VIII. INITIATION AND TERMINATION OF AGREEMENT

1. *Employee* agrees to adhere to this *Agreement* and any other applicable guidelines and policies mutually known to *Employee* and *Employee's* supervisor.

2. The signature of the Agency Head (or his or her designee) below indicates the agency's concurrence with *Employee's* participation in the *Program*, and the agency's intention to adhere to the *Agreement* and other applicable guidelines, policies, and procedures.

3. *Employee* may terminate participation in the *Program* at any time, subject to the terms of the *Agreement*. *Employee* shall provide at least 2 weeks advance notice to the agency. When feasible, the agency should also provide 2 weeks advance notice to *Employee*, but is not required to provide such notice.

4. The agency may terminate *Employee's* participation in the *Program* at any time for reasons that include, but are not limited to, *Employee's* performance and the agency's organizational needs.

5. At specified times, the supervisor and *Employee* will complete surveys to evaluate the *Program*.

6. By signing below, *Employee* acknowledges that s/he has received a copy of the D.C. personnel regulations on telecommuting.

IX. ALTERNATIVE WORKSITE INFORMATION

Employee's alternative worksite address and telephone number:

_____
(Address)

_____
(City, State, and Zip Code)

_____
(Phone Number)

Employee Signature	Date
Supervisor Signature	Date
Agency Head (or Designee) Signature	Date