



# **TELECOMMUTING**

## **General Information Guide**

**January 2008 (Rev. 1-26-2012)**



Government of the District of Columbia  
Muriel Bowser, Mayor

**General Information Guide**  
**TELECOMMUTING**

**DISCLAIMER**

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This Telecommuting General Information Guide (Guide) is designed to assist those District of Columbia government agencies that are under the personnel authority of the Mayor to establish Telecommuting Programs consistent with the various missions, and operational needs of those agencies (Telecommuting Program).

This Guide is not intended to replace or contravene any statute governing this subject under the District of Columbia Government Comprehensive Merit Personnel Act of 1978 (CMPA), effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-601.01 *et seq.*); regulation in Chapter 12, *Hours of Work, Legal Holidays, and Leave*, of Subtitle B Title 6 of the District of Columbia Municipal Regulations (DCMR); any Mayoral or administrative order issued pertaining to Telecommuting and/or personnel matters; or any provision in the Electronic District Personnel Manual (E-DPM). In the event of any conflict between or among any provision in this Guide and any provision in the CMPA, DCMR, Mayoral Order, or the E-DPM, the provisions of the Guide shall be subordinate.

This Guide is not intended to cover every situation that may arise as agencies establish Telecommuting Programs. Employees should consult with their agency's Human Resources (HR) Advisor or the D.C. Department of Human Resources (DCHR) regarding any topic covered in this Guide.

The DCHR Director may revise, delete, or supplement any information contained in this Guide at any time at his or her sole discretion.

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**Attachments:**

- A — *D.C. Standard Form (DCSF) No. 12-06, Request for Telecommuting Application (Revised 12/2011)*
- B — *DCSF No. 12-07, Telecommuting Work Agreement (Revised 1/2012)*
- C — *DCSF No. 12-03, Telecommuting Status Report (Revised 1/2012)*
- D — *DCSF No. 12-05, Emergency Telecommuting Work Agreement (Issued 1/2012)*

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### **I. INTRODUCTION**

The purpose of the Guide is to set forth procedures for agencies (under the personnel authority of the Mayor) to follow in implementing Telecommuting Programs. Information in this document is to be used as a guide, not a rule or regulation. It is important to note that this document does not address every Telecommuting provision or situation. Agency Heads, supervisors, and eligible, participating employees must exercise good judgment in applying this Guide's policies.

The objective of a Telecommuting Program is to allow eligible, participating employees to work at Alternative Worksites on a regularly scheduled basis or during an emergency based on the needs of the agency or its department(s) and, to the maximum extent possible, without diminishing employees' performance. An Agency Head has wide discretion in determining who is an eligible employee and may deny participation to individuals or groups of individuals depending on their job functions and the needs of the agency.

Statutory authority for Telecommuting Programs is D.C. Official Code § 1-612.01 and Regulations for Telecommunicating are promulgated in Chapter 12 of the D.C. personnel regulations, *Hours of Work, Legal Holidays, and Leave*.

Telework or Telecommuting is not an employee entitlement. How work is accomplished in any agency is a management decision.

**For additional information regarding the Telecommuting Program, contact your Agency's Telecommuting Program Coordinator; or DCHR at 442-9700.**

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**II. DEFINITIONS**

*Definitions provided within this section are for use and purposes of this Guide alone.*

**Agency Head** – the highest ranking official of an agency under the authority of the Mayor, or that official’s designee.

**Alternative Worksite** – a worksite other than an employee’s “Official Duty Station.” Alternative Worksites may include the employee’s residence, Telecommuting center, or another location within the employee’s normal commuting area. The Alternative Worksite shall (A) be established or approved by the District government for use by employees who Telecommute (Telecommuter or Telecommuters); (B) have connectivity to the Official Duty Station; and (C) have an office setting conducive to accomplishing the employee’s official duties. The Alternative Worksite must be approved by the employee’s supervisor and Agency Head.

**Alternative Work Schedule** – refers to both Flexible Work Schedules<sup>1</sup> and compressed work schedules<sup>2</sup>. The basic requirements for establishing an alternative work schedule are as follows: (A) the basic 40-hour workweek may be scheduled on fewer than five days; (B) the working hours in each day of the basic workweek need not be the same; and (C) the basic non-overtime workday may exceed eight hours. Please refer to Section 1209 of the E-DPM for more detailed definition and restrictions.

**Core Hours** – the time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee under a Flexible Work Schedule is required to be present for work.

**Emergency Employees** –employees designated by an Agency Head either ahead of time, or on a case by case basis. Depending on the nature of the emergency, the Agency Head will notify the essential employee to report to work, stay at work, or Telecommute during a declared emergency. Emergency employees perform duties an Agency Head deems vital to the continuity of operations and mission critical functions, and include, but are not limited to, subject matter experts and members of the Agency Head’s executive staff. When practical, an agency shall notify an employee designated as an emergency employee, in writing, or by any other means the Agency Head deems appropriate (for example: by telephone, text message, or electronic mail, if the

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<sup>1</sup> As defined in the E-DPM, the term means, in the case of a full-time employee, a work schedule that has an 80 hour, biweekly, basic work requirement that allows an employee to determine his or her own schedule within designated hours (core hours) set by the employing agency; in the case of a part-time employee, a work schedule that has a biweekly basic work requirement of less than 80 hours which allows an employee to determine his or her own schedule within the designated hours set by the employing agency. For the basic requirements for establishing a flexible work schedule, see Subsection 1208.5 of the E-DPM.

<sup>2</sup> A compressed work schedule shall be the number of hours, excluding overtime hours, an employee is required to work or account for in a biweekly pay period that enable the employee to complete an 80-hour work schedule in fewer than 10 workdays.

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employee is not at work when the emergency is declared). Written notification shall follow a non-written notification.

***Emergency Telework Agreement*** – A written agreement between an agency and an employee of the agency, that details the terms and conditions of the emergency employee's work away from his or her Official Duty Station during an emergency declared by either the Mayor or the employee's Agency Head.

***Essential Employees*** – personnel, who are designated by an Agency Head in advance and in writing (within one day of the designation) as essential to the continuity of medical facilities, public safety, emergency services, or other crucial operations and who must report to work in the event of a declared emergency.

***Official Duty Station*** – the physical location where an employee is required to perform the official duties of his or her position.

***Telecommute or Telecommuting and Telework or Teleworking*** – an arrangement in which an employee regularly, or during a declared emergency, performs officially assigned duties at home or other worksites geographically convenient to the employee's residence and approved, in advance and in writing, by the immediate supervisor of the employee participating in the Telecommuting Program.

***Telecommuting Work Agreement*** – A written agreement between an agency and an employee of the agency, that details the terms and conditions of the employee's Telework away from his or her Official Duty Station.

***Workweek*** – The number of hours required to be worked in one week.

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**III. GENERAL GUIDELINES FOR TELECOMMUTING**

- A. Each agency may establish a Telecommuting Program to the maximum extent practical and without diminishing employee or organizational performance.
- B. Telecommuting must be limited to not more than 2 days per workweek, unless otherwise approved by both the Agency Head and personnel authority. All requests for Telecommuting must be part of a scheduled tour of duty<sup>3</sup> and subject to a written Telecommuting Work Agreement.
- C. Telecommuting shall not be combined with an Alternative Work Schedule, unless approved, in advance, by both the Agency Head and Director, DCHR.
- D. Supervisors of employees participating in a Telecommuting Program have the authority to reschedule their employees' Telecommuting days to meet the needs of the agency. Supervisors are also authorized to suspend temporarily the Telecommuting schedules of their employees in the event of staff shortages, declining performance by the employee, or other needs.
- E. An employee's participation in Telecommuting may be rescinded (terminated) by the Agency Head whenever it is determined that the employee has failed to accomplish the work as proscribed, or for any other reasons within the discretion of the Agency Head.
- F. Whenever an agency determines that the approval for Telecommuting is to be rescinded (terminated), the employee should be given, where practical, at least one week prior written notice of the rescission (termination).
- G. Upon rescission (termination) of the Telecommuting arrangement, the employee will return to the tour of duty that existed prior to receiving approval to engage in Telecommuting, unless the tour of duty has been changed (in accordance with applicable rules and procedures) by the employee's supervisor.
- H. Failure of an employee to report to his or her regular work location during the employee's tour of duty upon rescission of the Telecommuting will render the employee absent without leave. In addition, failure to return to duty may result in forfeiture of the employee's opportunity to engage in Telecommuting in the future and, when appropriate, may also result in administrative action against the employee.
- I. Telecommuting is not intended to serve as a substitute for child or adult care. If children or adults in need of primary care are in the Alternative Worksite during an

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<sup>3</sup> Which term "tour of duty" means the period within an administrative workweek, within which employees are required to be on duty.

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employee's work hours, the employee shall not provide child or adult care during the employee's tour of duty.

- J. Telecommuting is not intended to be used in place of leave. Eligible employees and supervisors must observe all pertinent time and attendance, leave, and pay regulations when an employee participates in the Telecommuting Program. Overtime, compensatory time, and exempt time off are to be approved, in advance, using applicable procedures. All pay, leave, and travel entitlements will be based on the employee's Official Duty Station. An employee must be accessible during the core hours identified in the Telecommuting Work Agreement or, in the event of a declared emergency, for such hours required by the agency to promote continuity of critical operations.
- K. To the extent that there is a conflict between or among provisions on Telecommuting in the terms of any collective bargaining agreement (CBA), D.C. personnel regulations, the E-DPM, and/or this Guide, the provisions of the CBA shall control for employees covered by the CBA. To the extent that there is a conflict between or among provisions on Telecommuting in the terms of the Telecommuting Work Agreement and this Guide, the provisions of the Telecommuting Work Agreement shall control. To the extent that there is a conflict between or among provisions on Telecommuting in the terms of the Telecommuting Work Agreement and D.C. personnel regulations, the provisions of the D.C. personnel regulations shall control.
- L. The supervisor for each employee participating in the Telecommuting Program must certify time and attendance to ensure that all employees are paid for work performed and account for any absence from scheduled tours of duty. Employees must personally certify the hours worked in a Telecommuting status by following the employing agency's time and attendance policies and procedures.
- M. When an Agency Head releases employees early from work for non-emergency reasons, Teleworkers will likewise be excused from duty.
- N. When an Agency head announces early dismissal of employees in the event of declared emergency, a Teleworker may be required to depart the office and continue to work through the end of the scheduled tour of duty from a Telework site. If an emergency situation occurs at the Teleworker's Telework site prohibiting the Teleworking employee from performing work assignments, the Teleworking employee is required to report the situation as soon as possible to his or her immediate supervisor.
- O. Telecommuting employees found to be at fault are liable for damage to equipment issued/supplied by the DC government. The agency will not be liable for damages to an employee's personal or real property during the course of the performance of official duties or while agency equipment is in use at the employee's residence, except to the extent that the agency is held liable by a court of law.



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- P. The Agency must have reasonable assurances that the Telecommuting employee's Telecommuting worksite meets acceptable standards of safety and security.
1. With at least 48 hours advance notice, the employee's Telework site may be inspected for the sole purpose of ensuring that the Telework site satisfies the safety and security standards of this policy and the terms of the Telecommuting Work Agreement.
    - i. Except in the event of an emergency, these inspections will normally be conducted by the agency's information technology staff or by the Telecommuting Program Coordinator.
    - ii. None of the agency's information technology staff, Telecommuting Program Coordinator, or any other agency employee shall be allowed to conduct an on-site review of any area not designated as the worksite by the Telecommuting employee.
  2. In addition, any employee eligible to participate in the Telecommuting Program must have a Telecommuting site that is free from interruptions, provides the necessary level of security and protection for agency property, and is conducive to productive work. If Telecommuting employee is in a position represented by a labor organization, the employee may request that a labor representative accompany the information technology staff member or the Telecommuting Program Coordinator, as the case may be, on an Alternative Worksite visit.
- Q. The existing personnel regulations on hours of duty apply to all employees regardless of Telecommuting status. Except as otherwise provided within this Guide, or as otherwise approved by an Agency Head, no employee shall Telework for a part of a day.
- R. Effective communication is an important ingredient for organizational success, and it is of paramount importance that communication regularly flows between the Teleworker, supervisor and co-workers.
1. Employees and supervisors participating in the Telecommuting Program are strongly encouraged to establish the level of communication and the frequency of daily communication.
  2. It is important to the success of the telework arrangement that all expectations and conditions be established in the Telecommuting Work Agreement, so expectations and conditions are clearly understood at the outset.
  3. The fact that an employee is Teleworking should be an irrelevant factor in conducting the agency's daily operations. Operations should continue as

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normal regardless of employees' participation in a telework program.

**IV. BASIC REQUIREMENTS FOR TELECOMMUTING**

A. Positions best suited for routine Telecommuting are those that:

- (1) Have job tasks that are quantifiable, primarily project or case-work oriented, telephone-intensive, or computer-oriented, or have work activities that can be accommodated working away from the Official Duty Station with equal efficiency as if they were performed at the Official Duty Station;
- (2) Do not require daily unscheduled face-to-face contact with other employees, supervisors, or the public in the current work location; and
- (3) Allow meetings to be scheduled without inconveniencing or impairing the delivery of service to, and performance of, co-workers, internal customers, or external customers.

B. Employees who are (1) designated as Emergency Employees by an Agency Head and (2) required to Telecommute during an emergency, have responsibilities that must be performed during a declared emergency in order for the agency to promote continuity of critical operations.

C. Except for designated Emergency Employees, to be considered for Telecommuting, employees must have received an official performance rating of at least "Meets Expectations" or "Satisfactory" on their most recent performance evaluation. Agencies should exercise discretion concerning approval of Telecommuting for employees who, for whatever reason, have not received an official performance rating or, in the event of an emergency, are designated as Emergency Employees required by the Agency Head to Telecommute.

D. Properly designated Essential Employees are excluded from participation in any telecommuting program, because their duties, as described by the regulations, require they either report to or remain at work in the event of an emergency.

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**V. PROVISIONS ON TELECOMMUTING**

**A. Requirements for Routine Participation and Emergency Employee Participation.**

- (1) Routine Participation. An eligible employee seeking permission to enter into a Telecommuting Work Agreement must comply with the following procedural steps:
  - (a) Complete D.C. Standard Form (DCSF) No. 12-01, Application to Participate in Telecommuting Program (see Attachment).
  - (b) Forward the original (signed and dated) application to his or her immediate supervisor for review and approval, and the immediate supervisor will forward the original (signed and dated) application to Agency Head or Telecommuting Program Coordinator for review and approval.
  - (c) If the Agency Head approves the employee's request, the employee and the employee's immediate supervisor must complete the agency's Telecommuting training program.
  - (d) Upon satisfactory completion of the agency's Telecommuting training program, the employee must complete, sign, and date the DCSF No. 12-02, Telecommuting Work Agreement.
  - (e) An employee desiring to end participation in the Telecommuting Program must submit a written request to his or her immediate supervisor.
  - (f) Telecommuting Work Agreements are for the period specified on the Telecommuting Work Agreement. A new Telecommuting Work Agreement will be required if there are any significant changes in the assignment. If there is any other change to the Telecommuting Work Agreement, an amendment or addendum is to be prepared and signed by the employee and agency's approving official(s).
  - (g) An Emergency employee participating in a routine Telework agreement must additionally execute DCSF 12-05, Emergency Telework agreement, upon designation as an Emergency employee.
    - i. Emergency Telework Agreements last only for the duration of time of the declared emergency.
    - ii. If there are any significant changes in the Emergency Telework Agreement, or if there is an extension of the Emergency Telework

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Agreement beyond the period of the emergency, the Emergency Employee and the Agency Head must sign either a different Emergency Telework Agreement, an amendment to the Emergency Telework Agreement, or execute a routine Telework Agreement, as applicable.

- (2) Emergency Employee Participation. A Designated Emergency employee required to Telecommute in the event of a declared emergency must comply with the following procedural steps:
  - (a) Participate in agency's required Telecommuting training program;
  - (b) Execute D.C. Standard Form 12-05, Emergency Telework Agreement; and
  - (c) Forward original, signed Standard Form 12-05 to immediate supervisor for review and approval. The immediate supervisor will forward the original (signed and dated) application to Agency Head or Telecommuting Program Coordinator for review and approval.
- (3) All participating employees must comply with all required security measures, disclosure laws, regulations, and policies so that at no time are security or Privacy Act requirements compromised
- (4) All participating employees must immediately notify their supervisor of any accident or injury which occurs at the Alternative Worksite during the course of the scheduled work period.

**B. Agency Consideration of Employees' Telecommuting Applications**

- (1) The Agency Head will timely consider each employee's application for the Telecommuting Program. Participation in the Telecommuting Program may be denied at the discretion of the Agency Head.
- (2) Agencies should consider the following "characteristics" in determining whether the nature of the work is suitable for Telecommuting:
  - (a) In determining whether the nature of the work is suitable, the following should be considered:
    - i. The level of supervision that the employee's work requires;
    - ii. The level of thinking and writing required;
    - iii. The level of face-to-face contact with other employees required;

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- iv. The level of telephone communications required;
  - v. The level of in-office reference materials or computer network data files needed to competently perform job; and
  - vi. The level of security necessary or desirable to maintain the integrity of government or confidential information.
- (b) In determining whether the employee's work habits are suitable, the following should be considered:
- i. The amount of supervision or frequency of feedback needed;
  - ii. The quality of organization and planning skills;
  - iii. The importance of coworkers' input to work function;
  - iv. The amount of discipline required concerning the work (duties);
  - v. The reliability concerning work hours;
  - vi. The desire or need to be around people;
  - vii. The desire or need for flexibility for any reason; and
  - viii. The quality of work performance or productivity.

**C. Roles and Responsibilities**

(1) Agency will:

- (a) Designate an employee to serve as the agency's Telecommuting Program Coordinator;
- (b) Designate Emergency Employees required to telework and also designate non-emergency employee positions eligible for routine participation;
- (c) Review each Telecommuting Application, on a case-by-case basis, to determine if the employee and the employee's position are "telecommute eligible;"
- (d) Timely approve or disapprove, in writing, the employee's completed application for participation in the Telecommuting Program;

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- (e) Provide written explanation to the employee, if the request to participate in the Telecommuting Program is denied;
- (f) Ensure that all employees who submit an application to Telework have completed the agency's Telework training program before beginning Telework;
- (g) Clearly document the supervisor's expectations of the Telecommuting employee's work assignments while Telecommuting in the Telecommuting Work Agreement;
- (h) Submit a copy of the approved and signed Telecommuting Application to the Telecommuting Program Coordinator;
- (i) Enforce the terms of the Telecommuting policy and Telecommuting Work Agreement and take appropriate corrective action to ensure conformance;
- (j) Ensure Teleworkers are not treated differently from non-Teleworkers for the purposes of:
  - i. Performance appraisals, including awards;
  - ii. Training, reassignments, promotions, retention, and discipline
  - iii. Work requirements;
  - iv. Reductions in Force, salaries, or benefits (with the exception of the transit subsidy); and
  - v. Other acts of managerial discretion;
- (k) Provide written notice to the employee of termination of Telecommuting and justification(s) for the termination;
- (l) Ensure that appropriate collective bargaining obligations are satisfied with employee representatives on agency Telecommuting policies;
- (m) Establish a Telecommuting Program to allow eligible, participating employees to work at Alternative Worksites on a regularly scheduled basis or during an emergency based on the needs of the agency or its department(s) and, to the maximum extent possible, without diminishing employees' performance; and

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- (n) Ensure subordinate personnel, who are serving as immediate supervisors, complete agency-designed Telecommuting training, which should include remote access, alternative access to documents/data, contact information for trouble-shooting, information technology policies of the agency and District government, and other information technology training as may be necessary to promote successful and efficient Teleworking.

2. Employee will:

- (a) Complete Telework application and submit for approval;
- (b) Complete required Telecommuting training which should include remote access, alternative access to documents/data, contact information for trouble-shooting, information technology policies of the agency and District government, and other information technology training as may be necessary to promote successful and efficient Teleworking;
- (c) Complete annual information technology and data security awareness protocols and training to be provided by the agency and provide copy of certificate of completion to supervisor;
- (d) Execute telework agreement and forward to immediate supervisor for approval;
- (e) Observe and comply with all District government and agency regulations and policies;
- (f) Ensure protection of sensitive data by:
  - i. Properly disposing of media (both hardcopy and electronic) using approved means of destruction;
  - ii. Utilizing and storing sensitive data only on network drives;
  - iii. Physically securing laptops at all times; and
  - iv. Immediately reporting incidents in which sensitive information has been potentially lost or compromised to the employee's immediate supervisor and your agency's Telecommuting Program Coordinator;
- (g) Adhere to the District government-wide and agency standards of conduct regarding the use and misuse of government services, resources, and equipment;

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- (h) Demonstrate the ability to work independently and ensure the quality and quantity of work does not suffer while Telecommuting;
- (i) Ensure that appropriate dependent care (for example, children, elders, and/or loved ones) is obtained and utilized during work hours while Telecommuting;
- (j) Adhere to terms and conditions of the Telecommuting Work Agreement, including any reporting requirements as outlined in the Telecommuting Work Agreement (for example, work plan, and time and attendance) and the requirements for remote access of agency computer systems;
- (k) Protect personally identifiable information to ensure that it is not disclosed to unauthorized persons, either intentionally or unintentionally; and
- (l) Provide a phone number at which the employee's supervisor and/or other agency official, as appropriate, may reach the employee before or during an emergency.

3. Telecommuting Program Coordinator will:

- (a) Provide all necessary forms and evaluation materials related to Telecommuting Program to employees and supervisors;
- (b) Review all approved Telecommuting Program applications for completeness and notify employees and supervisors of any deficiencies;
- (c) Maintain copies of all Telecommuting Program applications, Telecommuting Work Agreements, and Emergency Telework Agreements for record-keeping purposes;
- (d) Maintain copies of all denied Telecommuting Program applications and supporting documentation;
- (e) Maintain an electronic list of all Telecommuting Program participants and Telecommuting records documentation;
- (f) Provide Telecommuting policy guidance to employees, supervisors, and agency personnel on the Telecommuting Program;



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- (g) Conduct annual Telecommuting training/briefings for all agency staff;
- (h) Ensure that supervisors complete Telecommuting Status Report (DCSF No. 12-03) at the end of the period specified in the Telecommuting Work Agreement;
- (i) Report Telecommuting Program participant data to the agency, DCHR, and/or any other entities that require and are entitled to the information; and
- (j) Performing other Telework-related duties as the Agency Head may assign.

**D. Reasons for Modifying or Terminating a Telecommuting Work Agreement**

The following are examples of some, but not all, of the reasons for modifying or terminating a Telecommuting Work Agreement:

- (1) When the participant is reassigned to another supervisor or subordinate component (e.g., different office or division);
- (2) When the participant is reassigned to a different position;
- (3) When the participant's, unit's, or organization's productivity is adversely affected in quantity or quality;
- (4) When assignments or projects are not completed within the agreed-upon timeframes (assuming that the delays are within the participant's control);
- (5) When assignments or projects change;
- (6) When the participant repeatedly fails to be accessible by either telephone or e-mail during the agreed-upon work schedule, or other similar reasons;
- (7) When a determination is made that assignments or projects contain sensitive or confidential information that would be at an unacceptable risk; or
- (8) In the event of a declared emergency or emergency situation designated by the Agency Head.

**E. Reporting Requirements**

Each agency must annually report to the Director, DCHR, on the status and efficiency of Telecommuting and participation in the agency's Telecommuting

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Program, by completing DCSF No. 12-03, Telecommuting Status Report (see Attachment).

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**VI. EQUIPMENT AND EXPENSES**

*Equipment*

- A. An agency may either provide equipment to enable an employee to telework, or develop guidelines for the employee's use of his or her own equipment to telework. The agency may provide minor office supplies (such as pens, paper, and similar products) reasonably necessary to the employee. The Teleworking employee remains subject to the agency's policies on use of the Internet and email on the agency's computer equipment and during duty status when the employee uses his or her personal equipment. At minimum, at the Telecommuter's expense, a Telecommuter's Alternative Work Site must be equipped with a telephone, an Internet connection, and a designated workspace. Examples of equipment that agencies may provide include, but are not limited to, one or more of the following:
- (1) laptops;
  - (2) desktop computers;
  - (3) printers;
  - (4) modems;
  - (5) mobile telephones;
  - (6) faxes;
  - (7) scanners;
  - (8) cables; and
  - (9) software.
- B. Equipment issuances must be related to the performance of the Telecommuter's specific Telecommuting job duties.
- C. Agency equipment provided to an employee shall remain the property of the agency and shall be returned to the agency upon the termination of an employee's participation in the Telecommuting Program.
- D. Equipment, software, data, supplies and furniture provided by an agency is limited:  
(1) for use by the Telecommuting employee only, or any other person authorized under the Telecommuting Work Agreement or Emergency Telework Agreement, and  
(2) for purposes related to District government business only.
- E. The Telecommuter is responsible for the security of items furnished by the agency.
- F. Upon approval from the Agency Head, a Telecommuter may obtain office supplies needed for work at the Alternative Work Site.
- G. The Telecommuter is responsible for the cost of maintenance, repair and operation of personal equipment not provided by the District government.

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*Expenses*

- A. Work-related long distance phone calls should be planned for in-office days. However, at the discretion of the Agency Head, expenses for long distance calls made and approved may be reimbursed if the reason and cost for the call are documented.
- B. Expenses for supplies regularly available at the main office will not be reimbursed, unless pre-purchase approval has been granted by the Telecommuter's supervisor.

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**VII. LIABILITIES FOR INJURIES WHILE TELECOMMUTING**

- A. The Telecommuting employee is covered under the District's Workers' Compensation Law for injuries occurring in the course of the actual performance of official duties at the Alternative Work Site.
- B. The Telecommuting employee, or someone acting on the Telecommuting employee's behalf, shall immediately notify the Telecommuting employee's immediate supervisor of any accident or injury that occurs at the Alternative Work Site.
- C. The agency and the Telecommuting employee's immediate supervisor should then follow the agency's policies regarding the reporting of injuries for employees injured while at work.
- D. The agency is not liable for damages to the Telecommuter's personal or real property while the Telecommuter is working at the Alternative Work Site, except to the extent the agency is finally adjudicated to be liable under District of Columbia law.

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**VIII. GOOD PERFORMANCE MANAGEMENT PRACTICES FOR MANAGERS FACILITATING TELEWORK AGREEMENTS**

- A. Performance standards for off-site employees are the same as performance standards for on-site employees. Management expectations of an employee's performance should be clearly addressed in the employee's performance plan and evaluation.
  
- B. For either routine or emergency Telework, a discussion between employee and manager to establish expectations is imperative. The following are considerations that should be addressed:
  - (1) How will the manager know the employee is present?
  - (2) How will the manager know that the work is being accomplished?
  - (3) What are the expectations for availability (phone, e-mail, etc.)?
  - (4) How will contact be maintained and at what frequency?
  - (5) What equipment is the agency providing? What, if any, equipment is the Telecommuter providing? Is there a standard list of equipment for casual, permanent and emergency Telecommuting?
  - (6) If equipment is provided, how is technical assistance and maintenance performed and by whom?
  - (7) What records and associated information will the Telecommuter need access to and how will they be accessed? What are the information handling expectations of the employee?
  - (8) What will the daily/weekly/monthly Telework schedule be? Will the hours be the same as in the main office, will they be different, or is there flexibility? How will the manager and co-workers be kept updated about the schedule? Do changes need to be pre-approved?
  - (9) What are the physical attributes of the Telework worksite, and do they conform to basic safety standards? (Use a safety checklist.)
  - (10) What is the expectation regarding the amount of notice (if any) given for reporting to the official worksite, and how will such notice be provided?
  - (11) How is a Telework agreement terminated by management or an employee?
  
- C. Managers should facilitate communication with all members of the workgroup - Although individual Telecommuters must take responsibility for their own availability and information sharing, managers should ensure methods are in place to maintain open communication across all members of a workgroup.
  
- D. Managers should remain equitable in assigning work and rewarding performance - Managers should avoid distributing work based on "availability" as measured by physical presence, and avoid the pitfall of assuming someone who is present and looks busy is actually accomplishing more work than someone who is not on-site.



B. This section is to be completed by the Supervisor. Place a  $\checkmark$  mark in the appropriate box(es) below

Job Requirements	Yes	No
1. Is frequent face-to-face contact with clients/coworkers vital in order to complete task(s) or activities listed in question 6 of this form?		
2. Is frequent supervisory review, while work is in progress, required as a routine part of tasks(s) or activities listed in question 6 of this form?		
3. Would security or technical reasons prevent information from being used outside of the work environment?		
4. Was the most recent official performance rating below "Meets Expectations" or "Satisfactory?"		
5. Will sensitive information be processed or transmitted in clear text over networks?		
6. Are there other concerns that might adversely affect the employee's participation in the Telecommuting Program?		

Answering "YES" to any of the above questions may result in the application being disapproved. The supervisor should explain, in writing, any "YES" answers below:

\_\_\_\_\_

Supervisor's Final Recommendation:

Approve      Disapprove (If the recommendation is to disapprove request, specify reason(s) below):

\_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**C. This section is to be completed only by the Agency Head (or designee):**

Approving Official:

Approved

Disapproved (Specify reason(s) below):

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



**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 Telecommuting General Information Guide (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.

- c. Internet connection, DSL, use of personal computer equipment, and/or other related charges; and
- d. 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:

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

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(Phone Number)

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**SIGNATURES FOLLOW**

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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: \_\_\_\_\_

**District of Columbia  
Department of Human Resources**

**TELECOMMUTING WORK AGREEMENT FOR EMERGENCY EMPLOYEES**

This Telecommuting Work Agreement For Emergency Employees (Agreement) is in effect between **[INSERT NAME OF EMPLOYEE, GRADE, AND POSITION TITLE]** (Employee) and **[INSERT NAME OF AGENCY AND FULL AGENCY ADDRESS]** (Agency), during times of a declared emergency. This Agreement is not a substitute for the standard Telecommuting agreement [DCSF 12-02].

Emergency Employees are required to perform regular or newly assigned duties from an alternate work site as designated by the Agency Head. The Employee also recognizes that work shall be performed in accordance with DC government and Agency policies and procedures related to information security, personal safety, and standards of conduct as specified in Electronic-District Personnel Manual, Telecommuting Information Guide (Guide) **[and INSERT ANY OTHER APPLICABLE AGENCY GUIDE AND/OR ORDER]**.

**I. TERMS**

1. Emergency Employees will receive and complete assignments as directed.
2. Employee's supervisor will evaluate Employee's job performance in accordance with Employee's approved performance plan.
3. Employee understands that he or she must be capable of responding 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 Agency or District government records from unauthorized disclosure and damage, and, at the Alternative Worksite, Employee will comply with applicable privacy requirements set forth in District law, personnel regulations, and Agency policies and procedures.

**II. COMPENSATION AND BENEFITS**

1. Employee will continue to work in a pay status while working at the Alternative Worksite. All salary rates, leave accrual rates, and travel entitlements will remain, as if Employee had performed all work at the central worksite.
2. Employee understands that overtime work must be approved an 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 policies, and collective bargaining agreement.

3. Employee must obtain supervisory approval before taking leave in accordance with established Agency procedures. By signing this Agreement, Employee agrees to follow Agency's 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 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 the equipment.
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 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.
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 the Employee's immediate supervisor expressly instructs the Employee to conduct any of these activities at the alternative work site.
  - c. Internet connection, DSL, use of personal computer equipment, and/or other related charges; and
  - d. 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 withdraw Employee's participation in the Telecommuting Program or rescind this Agreement based on verified safety problems in the Alternative Worksite. For the purpose of the Telecommuting Program and provided Employee is given at least 48-hours advance notice, the Telecommuting Program Coordinator, or Agency Head, may inspect Employee's home worksite (being used as the Alternative 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 Agency's management 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 official duty station or Alternative Worksite. Employee will immediately notify Employee's supervisor of any work-related injury that occurs while working at the Alternative Worksite. The 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 participation in the Telecommuting Program as an Essential Employee or Emergency Employee is terminated, the indemnity provision shall no longer be in effect after the last day on which Employee participated 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 an 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 Agency's organizational and/or operational needs.
7. At specified times, the supervisor and Employee will complete surveys to evaluate the Telecommuting Program.
8. By signing below, Employee acknowledges that Employee has received a copy of the D.C. personnel regulations on Telecommuting.

**VII. ALTERNATIVE WORKSITE INFORMATION**

Employee's Alternative Worksite address and telephone number:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, and Zip Code)

\_\_\_\_\_  
(Phone Number)

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**SIGNATURES**

By signing this Telecommuting Work Agreement for Emergency Employees, 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: \_\_\_\_\_

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Department of Human Resources**

**TELECOMMUTING STATUS REPORT**

The following status report is designed to assess the overall performance of the Telecommuting program. Each supervisor should complete a report on each participant in the program under their direct supervision. Upon completion the report should be submitted to the *Telecommuting Program Coordinator*.

Supervisor's Name: \_\_\_\_\_ Agency/Division: \_\_\_\_\_

Position Title/Series/Grade: \_\_\_\_\_

Name of Telecommuter you supervise: \_\_\_\_\_

Report Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Commuting Miles per Day (Round Trip) \_\_\_\_\_

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Please answer the following questions:

1. On the days your employee telecommuted, did he/she communicate with you for assistance or direction? If so, what were the reasons for the communication? Check all that apply:

	<b>Yes</b>	<b>No</b>
<input type="checkbox"/> a. General work direction or questions	_____	_____
<input type="checkbox"/> b. Employee needed information to do work	_____	_____
<input type="checkbox"/> c. Equipment problems	_____	_____
<input type="checkbox"/> d. Schedule problems or changes	_____	_____
<input type="checkbox"/> e. Requested leave for personal illness	_____	_____
<input type="checkbox"/> f. Requested vacation leave	_____	_____
<input type="checkbox"/> g. Requested any other type of leave	_____	_____
<input type="checkbox"/> h. Other(s) (please specify): _____	_____	_____

2. Did you notice any change in your employee's productivity during this report period? If so, what was the nature of the change? Check applicable answer:

- a. No change
- b. Increase in productivity than usual
- c. Decrease in productivity than usual

3. As a supervisor, did you experience any problems as a result of Telecommuting? Check all that apply:

	<b>RATE (low to high)</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
(a) Communication with Telecommuter was difficult.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Scheduling meetings or conferences was difficult.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Complaints from co-workers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Complaints from colleagues outside of work unit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Complaints from public or officials from outside of agency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Employee didn't work hours he/she was scheduled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Employee worked too long while Telecommuting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Unsure how much Telecommuter accomplished	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) Other (please specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____					

4. Indicate whether you noticed any of the following advantages? Check all that apply:

	<b>RATE (low to high)</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
(a) Other employees could use the Telecommuter's space and equipment during the day he or she was not present.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Improvement in Telecommuter's demeanor towards work or assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Telecommuter was able to work even though he/she was mildly ill .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Telecommuter used less vacation time than might have been expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(e) Other (please specify)

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5. General comments (optional):

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