

**APPENDIX E: TELEWORK AGREEMENT – SUPERVISOR CHECKLIST**

Supervisors must use this checklist to ensure that telework requirements are met and that covered employees understand the policies and procedures of the telework program. The Telework Agreement is not final until the checklist items are complete. After an item is completed, list the date on the line next to it.

Checklist Item	Date Completed
1. Telework Guidelines have been explained to the employee and signed by supervisor and employee (attached).	
2. The provisions governing premium pay have been explained to the employee including that they must receive the supervisor’s approval in advance of working overtime.	
3. Performance expectations have been discussed with the employee. Performance Standards are in place and have been signed.	
4. Policies and procedures covering classified, secure and privacy data including PII have been explained to the employee.	
5. The employee has been given and signed the <b>Safety Checklist</b> , which identifies safety and adequacy issues that employees should consider when working from home (attached).	
6. Equipment issued to the employee has been documented.	
7. Telework Training completed.	

Also, identify any Government equipment/property that will be provided at the telework site, as applicable:

Item	Yes	No
Computer:		
Docking Station:		
Printer:		
Monitor:		
Keyboard:		

Mouse:		
Other Item #1:		
Other Item #2:		
Other Item #3:		
Other Item #4:		

## Telework Guidelines

**Voluntary Participation.** The employee voluntarily agrees to work at the agency-approved telework site indicated above and agrees to follow all applicable policies and procedures. This is a flexibility that may be used by management to accomplish work needs. However, an employee may not be forced to enter into a telework agreement.

**Official Worksite.** In accordance with [5 CFR 531.605](#), the official worksite for a General Schedule teleworker remains the location of the agency worksite (i.e., the agency worksite where they would normally work, not the telework location) The employee generally should be scheduled to be at the agency worksite at least twice each biweekly pay period on a regular and recurring basis. See HR Handbook for guidance on remote workers for employees who do not report to an agency worksite on a regular basis (change of official worksite may affect pay, RIF competitive area, travel reimbursement, and/or unemployment compensation).

**Official Duties.** The employee will perform official duties only at the agency worksite or agency-approved telework site (i.e., alternative worksite). The employee may not conduct personal business while in official duty status at the telework site.

**Time and Attendance.** The employee will follow established office procedures for requesting and obtaining approval of leave. The supervisor must certify biweekly time and attendance for hours worked at the agency worksite and the telework site.

**Overtime.** Supervisors are responsible for ensuring that teleworkers perform overtime work only for additional work for which compensation for overtime payments or compensatory time off (as appropriate) is warranted. Employees not covered (i.e., exempt) from the Fair Labor Standards Act (FLSA) are only compensated for overtime work under the appropriate statutory and regulatory authorities when that work is ordered or approved in advance, in writing, by the supervisor. Supervisors should closely monitor teleworkers who are FLSA non-exempt (i.e., covered) employees to ensure that suffered or permitted overtime work is either prohibited or minimized.

**Equipment.** The employee is responsible for protecting any Government furnished equipment (GFE), and use of such equipment is governed by the Policy on Personal Use of Government Office Equipment. [Bureau/OU Name] will maintain and service GFE. The employee may be required to bring the equipment into the agency worksite for service.

**Liability.** The Government will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative worksite, except to the extent

the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act is applicable.

**Telework Site.** The employee will provide a work area adequate for performance of official duties. The employee agrees to review workspace that is located in a personal residence for conformance with the suggested safety checklist. The Government will not be responsible for any operating costs that are associated with the employee using their personal residence as a telework site (e.g., home maintenance, insurance, or utilities). However, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided by statute and implementing regulations. When authorized and approved in advance, the Government will be responsible for costs associated with ordinary and authorized use of a workstation in a tele-center.

**Injury Compensation.** The employee may file a claim under Federal Employees' Compensation Act if injured in the course of actually performing official duties at the official worksite or the telework site. The employee must notify the supervisor immediately of any accident or injury that occurs at the telework site. The supervisor will investigate such a report immediately.

**Work Assignments.** The employee will complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in the employee's performance plan. The supervisor and employee will agree on terms of reporting work progress and accomplishments from the telework site in accordance with the guidelines and standards in the employee's performance plan.

**Performance.** Employees who are performing at less than the Fully Successful level are not eligible to telework. Teleworkers will be evaluated pursuant to the same performance standards that would apply if they were not teleworking.

**Disclosure.** The employee will protect Government records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, [5 U.S.C. 552a](#).

**Classified Information.** Classified information may not be taken to or accessed at telework sites.

**Sensitive and Personally Identifiable Information (PII).** Privacy Act, PII and sensitive non-classified data may be taken to telework sites only with supervisory approval and if required precautions are taken to protect the data. The employee will protect Privacy Act, PII, and sensitive non-classified data from unauthorized disclosure.

**Standards of Conduct.** The employee agrees they are bound by [AGENCY] standards of conduct while working at the telework site.

**Cancellation.** After appropriate notice to the supervisor, the employee may terminate the telework arrangements. After appropriate notice to the employee, the supervisor may terminate the telework arrangements.

**Computer Use.** All employees using wireless connections to access the network remotely must adhere to the “[Bureau/OU] Wireless Access Policy” posted on the internal intranet website. External wireless access points are not managed, maintained, or monitored by [Bureau/OU] and are not considered trustworthy. All communications, transactions, or connections to an [AGENCY] resource over the internet or through a wireless access point must be conducted via an encrypted method such as Citrix, Cisco AnyConnect, VPN, or other access as [Bureau/OU] may designate.

**Transit Subsidy.** Telework does not change an employee’s eligibility to participate in the Transit Subsidy Program. Employees must be mindful of the requirements under the transit subsidy program and any impact that reduced commuting costs may have on the amount of subsidy they are entitled to receive. Employees have an obligation to notify the agency of any reduction in use of transit as a result of telework to enable the agency to adjust the subsidy.

**Waste, Fraud, and Abuse.** All employees have a responsibility to report waste, fraud, and abuse within the Agency to the Office of the Inspector General (OIG).

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Supervisor’s Signature

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Date (mm/dd/yyyy)

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Employee’s Signature

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Date (mm/dd/yyyy)