

**DEPARTMENT OF COMMERCE
REMOTE WORK AGREEMENT**

BUREAU / OFFICE UNIT:

DATE:

REQUEST TYPE:

☐

INITIAL APPLICATION

☐

MODIFICATION

TYPE OF REQUEST:

☐

LOCAL REMOTE WORK

☐

LONG DISTANCE REMOTE WORK

EMPLOYEE INFORMATION

NAME: _____

OFFICIAL TITLE: _____

PAY PLAN, SERIES, GRADE/BAND: _____

POSITION SENSITIVITY/SECURITY CLEARANCE: _____

ADDRESS OF CURRENT AGENCY WORKSITE: _____
(if applicable) _____

SUPERVISOR INFORMATION

NAME: _____

OFFICIAL TITLE: _____

TELEPHONE: _____

PROPOSED START DATE:

**IS THIS AGREEMENT BEING INITIATED FOR THE PERSONAL CONVENIENCE OR
BENEFIT OF THE EMPLOYEE? YES NO**

REASON FOR REQUEST (PROVIDE DETAILS):

DO YOU PLAN TO RELOCATE AS PART OF THIS REQUEST? YES NO

**IF RELOCATING, THIS AGREEMENT WILL OR WILL NOT RESULT IN A CHANGE IN SALARY DUE
TO A HIGHER OR LOWER LOCALITY RATE. IF THE CHANGE WILL RESULT IN A CHANGE IN SALARY,
EXPLAIN THE CHANGE BELOW.**

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TYPE OF ALTERNATE WORKSITE

HOME

OTHER (explain below)

ADDRESS OF ALTERNATE WORKSITE: _____

**EMPLOYEE'S TELEPHONE NUMBER
AT ALTERNATE WORKSITE:** _____

INFORMATION FOR FACILITY POINT OF CONTACT (POC) AT ALTERNATE WORKSITE

(if remote work is from a site other than home):

NAME: _____

TITLE: _____

TELEPHONE: _____

EMAIL: _____

DESCRIPTION OF LOCATION(S) WITHIN HOME/ALTERNATE WORKSITE (FLOOR, ROOM, ETC.) (e.g. Desk in First Floor Home Office, Table and Couch in Basement Den):

HOW FREQUENTLY WILL THE EMPLOYEE BE REQUIRED TO TRAVEL TO THE TRADITIONAL WORKSITE?

☐

WEEKLY

☐

QUARTERLY

☐

MONTHLY

☐

OTHER: _____

EQUIPMENT SUPPLIED BY DEPARTMENT OF COMMERCE TO PERFORM WORK AT ALTERNATE WORKSITE:

DESCRIPTION OF LOCAL ADMINISTRATIVE SUPPORT REQUIRED AND HOW OFTEN

(e.g. pouch or check cashing services, Army/Fleet Post Office (APO/FPO) (military postal service), government equipment shipment receipt, classified equipment or secure phone/Internet lines, stamps/mailing service):

NEAREST DEPARTMENT OF COMMERCE OR FACILITIES FOR ADMINISTRATIVE SUPPORT, INFORMATION TECHNOLOGY, AND/OR PERSONAL IDENTITY VERIFICATION (PIV) CARD SUPPORT:

FACILITY NAME: _____

ORGANIZATION: _____

DISTANCE (MILES): _____

ADDRESS: _____

EMPLOYEE ACKNOWLEDGMENTS

- ☐ **Voluntary Participation** – I fully understand the terms and conditions of this agreement and affirm that I have voluntarily entered into this agreement. I recognize that remote work is a workplace flexibility and not an employee right.
- ☐ **Salary and Benefits** – I understand that all pay entitlements (including locality-based pay) are based on my official duty station. I understand that a change in my official duty station as a result of initiating a remote work agreement may affect certain benefits, state taxes, reduction-in-force competitive area, travel reimbursement, and unemployment compensation.
- ☐ **Relocation Expenses** – I understand that all costs associated with a move to a new official duty station are my responsibility and that Department of Commerce will not pay any portion of my relocation expenses. Additionally, I acknowledge that I am not entitled to relocation benefits if this agreement was initiated for personal convenience, and I decline a reassignment back to the agency's worksite as a result of a deterioration of performance or conduct. For all other management-directed modifications or terminations, I understand that I am entitled to relocation benefits for a directed reassignment that requires relocation to a different geographic area in accordance with applicable laws and regulations.
- ☐ **Performance** – I understand that I must perform at the Fully Successful or higher (or equivalent) level. I acknowledge that I may not be authorized to continue to work remotely if my performance does not comply with the terms of the agreement between management and myself. Failure to comply with the terms of this agreement may also result in disciplinary action.
- ☐ **Standards of Conduct** – I understand that I am bound by and must comply with the Standards of Ethical Conduct for Employees of the Executive Branch at the alternative worksite.
- ☐ **Time and Attendance** – I understand that I am responsible for ensuring the accuracy of time and attendance reported for work at the alternative worksite.
- ☐ **Leave** – I understand that I must follow the established office procedures for requesting and obtaining approval of leave.
- ☐ **Overtime and Compensatory Time** – I understand that I may only work overtime or compensatory time only when approved in advance in writing by my supervisor.
- ☐ **Early Dismissal/Delayed Arrival/Closures** – I understand that I am required to work during office closures and when Department of Commerce has authorized early dismissal or delayed arrivals for weather and safety events at the traditional worksite unless granted leave by my supervisor.
- ☐ **Dependent/Elder Care** – I understand that remote work is not meant to be a substitute for dependent care services. Accordingly, I understand I may not care for children, elders, or other dependents while I am in a duty status. In these situations, I must request the appropriate leave (paid or unpaid) from my supervisor, utilize the flexibility available under my Flexible Work Schedule to stop working (if applicable), or request a change in my Work Schedule.
- ☐ **Alternate Worksite Costs** – I understand that the Government will not be responsible for any operating costs associated with the use of my home as an alternate worksite, e.g., home maintenance, insurance, or utilities. I also understand that any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute or regulation, is not relinquished by this agreement.

EMPLOYEE ACKNOWLEDGMENTS

- ☐ **Liability** – I understand that the Government will not be held liable for damages to personal or real property while working at the approved alternate worksite, except to the extent the Government is held liable under the Military Personnel and Civilian Employees Claims Act and the Federal Tort Claims Act.
- ☐ **Injury Compensation** – I understand that I am covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the alternate worksite. I agree to notify my supervisor immediately of any accident or injury that occurs at the alternate workplace and to complete any required forms.
- ☐ **Security** – I understand that I must abide by the Information Technology (IT) Security requirements conveyed in the Commerce Information Technology Security Program Policy, Commerce Information Technology Requirements, Frequently Asked Questions, and IT Security Policy memos.
- ☐ **Government Furnished Equipment** – I understand and agree to protect any government-owned Information Technology equipment (e.g. laptop, monitor, docking station, keyboard, mouse, scanner, printer, government cell phone) and to use the equipment for authorized purposes only.
- ☐ **Data/Records** – I understand that all files, records, paper and electronic materials created or worked on while remote working are the property of the Government and must be returned/surrendered upon request. I must take appropriate precautions to protect government files, records, paper and electronic materials. Precautions should include locking file cabinets, safes, encrypted media, locked doors, etc.
- ☐ **Disclosure** – I agree to protect Government records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a), and those outlined in XXII, PRIVACY ACT, SENSITIVE INFORMATION, AND HIGHLY SENSITIVE INFORMATION – REQUIREMENT FOR TELEWORK-READY EMPLOYEES of the Department of Commerce Telework Policy.
- ☐ **Severance Pay** – I understand that I will not be entitled to severance pay if this agreement was initiated for personal convenience and I decline a reassignment back to the agency worksite as a result of a deterioration of performance or conduct. Such reassignment shall not be considered involuntary, and thus will preclude a severance payment, should I separate instead of accepting the reassignment.
- ☐ **Modification and Termination** – I understand that this agreement may be modified or terminated if it no longer meets the needs of the office, for a decline in performance or productivity, for non-compliance with the terms of the agreement, etc.; likewise, an employee may request to modify or terminate their arrangement.
- ☐ **Compliance with This Agreement** – I understand that my failure to comply with the terms of this agreement may result in the termination of this agreement and the remote work arrangement. Failure to comply also may result in disciplinary action against me if just cause exists to warrant such action.
- ☐ **Employee Certification** – I certify that I have read the terms and conditions of this agreement and agree to follow the policies and procedures outlined. I certify that I have completed an approved interactive telework training program authorized by the Department of Commerce.

EMPLOYEE SIGNATURE AND DATE: _____

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SUPERVISOR'S CERTIFICATION

- ☐ I certify that the employee's most recent performance evaluation was at least Fully Successful (or equivalent).
- ☐ I certify that the employee's position is suitable for remote work.
- ☐ I certify that the employee has completed an approved interactive telework training program.
- ☐ I certify that a "rare and mission driven" memorandum has been completed as part of this package.

SUPERVISOR'S SIGNATURE AND DATE: _____

APPROVING OFFICIAL REVIEW: **APPROVE** **DISAPPROVE**

REASON FOR DISAPPROVAL (if applicable):

APPROVING OFFICIAL'S SIGNATURE AND DATE: _____

TECHNICAL REVIEW BY BUREAU/OFFICE UNIT TELEWORK COORDINATOR:

- ☐ I certify that I have reviewed this agreement.
- ☐ I certify that the Department of Commerce Office's, General Counsel approval has been received.

TELEWORK COORDINATOR'S SIGNATURE AND DATE: _____

BUREAU/OFFICE UNIT HEAD REVIEW: **APPROVE** **DISAPPROVE**

FOR REQUESTS DISAPPROVED, LIST REASON NOT APPROVED:

BUREAU/OFFICE UNIT HEAD'S SIGNATURE AND DATE: _____

DEPARTMENT OF COMMERCE REVIEW: **APPROVE** **DISAPPROVE**

SECRETARY OR DESIGNEE'S SIGNATURE AND DATE: _____