

Sample Remote Work Agreement

Date of Request:	Proposed Start Date of Remote Work:
Location of Official Work Site: City: _____ State: _____ <i>Note: Official worksite is used to determine pay, reduction in force (RIF) competitive area, travel reimbursement, and unemployment compensation.</i>	
Assignments and Communication: [Use if appropriate. This may include work assignment, clarification related to remote worksite, agreements related to office communication, checking/responding to voicemail and email and/or contacting the supervisor]	
Component-Specific Remote Work Training [Identify any specific requirements and completion date, if applicable.]	
Travel and Relocation Expenses All costs associated with a move to the new official worksite are the responsibility of the employee. The employee agrees to waive any rights to moving expenses if directed to return to the regular worksite based on a decline in performance or for misconduct. <div style="text-align: right;">Employee Initials _____</div> [Insert Component-specific travel policy, as applicable.] <u>Remote work within the locality pay area</u> <ul style="list-style-type: none"> ● Employees will not be paid for local travel to the agency's worksite if their official worksite is within the local commuting area (50-mile radius, as defined in the Joint Travel Regulations (JTR)) ● Employees will be paid for travel to the agency's worksite if their official worksite is outside the local commuting area (50-mile radius, as defined in the JTR). ● Employees will be paid for travel from their official worksite for official business travel to locations away from the agency's worksite. <u>Remote work outside the locality pay area:</u> <ul style="list-style-type: none"> ● Employees will be paid for travel from their official worksite for official business travel to the agency's worksite. ● Employees will be paid for travel from their official worksite for official business travel to locations away from the agency's worksite. 	
Pay Entitlements All pay entitlements (including locality-based pay) and other government benefits are based on the new official remote worksite identified above.	
Requests for Change of Remote Location Employees must obtain supervisor's oral or written approval to work at a location other than the approved alternative remote worksite prior to making any arrangements and reporting to work (e.g., temporary arrangements). Requests for permanent changes to alternative remote work location must be made at least 30 calendar days in advance. Approved requests will require a new Remote Work Agreement and the servicing human resources office will complete a Standard Form (SF) 50, "Notification of Personnel Action," documenting the approved alternative worksite location.	
Employee Name: _____ Employee Signature: _____	
Date: _____	
Supervisor Action <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove Date: _____ Supervisor Signature: _____	

Sample Remote Work Agreement

This is an Agreement made between _____ (Employee's Name) and the (Insert Agency Name), referred to collectively as “the Parties.” Effective _____ (month, day, and year) _____ (Employee’s Name) official duty station will change from _____ (City, State) to their new official remote worksite, _____ (City, State). The decision to allow an employee to work remotely is not an employee entitlement, and the decision is at the discretion of the supervisor and (Agency Name). The Parties sign this Agreement as acceptance of the terms and conditions as follows:

Policies

The Parties agree to abide by all Agency rules and policies, including human resource policies, information policies, the intellectual property rights of the Agency, and applicable collective bargaining agreements.

The employee will be familiar with the following policies and guidelines:

- Remote Work Policy
- Technology & Equipment Policy
- Software Policy
- Public Documents Policy
- Data Security Policy

Travel/Relocation Expenses

All costs associated with a move to the new official worksite are the responsibility of the employee. The employee agrees to waive any rights to moving expenses if directed to return to the regular worksite based on a decline in performance or for misconduct.

[Insert Component’s Travel Policy based on within or outside of commuting area]

Remote work within the locality pay area:

- Employee will not be paid for local travel to the agency’s worksite if their official worksite is within the local commuting area (50-mile radius, as defined in the Joint Travel Regulations)
- Employee will be paid for travel to the agency’s worksite if their official worksite is outside the local commuting area (50-mile radius, as defined in the JTR).
- Employee will be paid for travel from their official worksite for official business travel to locations away from the agency’s worksite.

Remote work outside the locality pay area:

- Employees will be paid for travel from their official worksite for official business travel to the agency’s worksite.
- Employees will be paid for travel from their official worksite for official business travel to locations away from the agency’s worksite.

Pay Entitlements

All pay entitlements (including locality-based pay) are based on the new official remote worksite identified above.

The employee's salary and government benefits are based on the remote location.

The employee is responsible for reviewing and ensuring the accuracy of their Leave and Earnings Statement.

Office Closures

Remote employees are expected to work during any regional Federal office closures, delayed arrivals, and early dismissals. Remote employees must notify their supervisor immediately when emergencies occur that affect a remote worksite to request leave, excused absence, worksite relocation, etc.

Requests for Change of Remote Location

Employee must obtain supervisor's verbal or written approval to work at a location other than the approved alternative remote worksite prior to making any arrangements and reporting to work (e.g., temporary arrangements).

Requests for permanent changes to alternative remote work location must be made at least 30 calendar days in advance. Approved requests will require a new Remote Work Agreement and the servicing human resources office will complete a Standard Form (SF) 50, "Notification of Personnel Action," documenting the approved alternative worksite location.

Termination

The Parties understand that this agreement will be assessed as needed. The agreement is not a contract of employment, and can be terminated at any time by either the agency or employee determines that the arrangement no longer meets mission requirements or the needs of the workgroup, for misconduct, for non-compliance with the terms of the remote work agreement, or other business-based reasons.

In the event this agreement is terminated, a written notification of cancellation, including justification for the cancellation must be provided at least 30 calendar days before the effective date.

Acknowledgements

[Employee name] understands all equipment provided by the Agency is U.S. Government property and must be managed and disposed of in accordance with Agency policies. If productivity is not maintained to the supervisor's expectations, the supervisor of **[Employee Name]** may have grounds for disciplinary action and/or discontinuance of this agreement.

[Employee name] understand that **he/she** is not required to report to the office on a regular and recurring basis during each pay period. However, the **[Employee name]** may be directed to report to the office by the supervisor on an occasional basis, as mission dictates.

The Parties understand and agree that this Agreement will not be executed until and unless the remote work request referred to herein is approved, in writing, by the employee's **[Insert approval authority]**. If the remote work request is not approved by the **[Insert approval authority]** then this Agreement is of no force and effect and is not binding upon either of the Parties.

Supervisor's Signature

Date (mm/dd/yyyy)

Employee's Signature

Date (mm/dd/yyyy)

Safety Checklist

Safety Feature	<i>X</i>	Yes	No
1. Temperature, ventilation, lighting and noise levels are adequate for maintaining a home office.			
2. Electrical equipment is free of recognized hazards that would cause harm (frayed, exposed, or loose wires; loose fixtures, bare conductors; etc.).			
3. Electrical system allows for grounding of electrical equipment (three-pronged receptacles).			
4. Office (including doorways) is free of obstructions to permit visibility and movement.			
5. File cabinets and storage are arranged so drawers and doors do not enter into walkways.			
6. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard.			
7. If material containing asbestos is present, it is in good condition.			
8. Office space is free of excessive amount of combustibles, floors are in good repair, and carpets are well secured.			
I verify that this safety checklist is accurate and that my home office is a reasonably safe place to work. Signature			

Employee's Signature

Date (mm/dd/yyyy)

DoD Remote Worker Agreement Supervisor Checklist

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

Checklist Item:	Date Completed:
1. Remote 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 he/she 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 provisions governing changes to the terms and conditions of the remote work agreement have been explained to the employee, including that they must receive the supervisor's approval in advance of any changes to the location of the duty station (i.e., remote work site). Failure to obtain management approval may result in termination of the remote work agreement.	
6. The employee has been given and signed the Safety Checklist, which identifies safety and adequacy issues that employees should consider when working from home (attached).	

Also, identify any Government equipment/property that will be provided for the remote site below, as applicable:

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

Item	Yes	No
Mouse:		
Other Item 1:		
Other Item 2:		
Other Item 3:		
Other Item 4:		

Remote Worker Guidelines

Applicability. The Remote Work Policy applies to current and future remote workers. A remote work arrangement may be initiated by an employee for the convenience of the employee or by the agency.

Duty Station. All pay and travel entitlements are based on the official worksite.

Salary and Benefits. Approving a remote worksite may affect pay, RIF competitive area, travel reimbursement, and/or unemployment compensation.

Official Worksite. In accordance with 5 CFR 531.605, the official worksite is the location where the General Schedule employee regularly performs their duties. If the employee is not scheduled to report to the agency worksite at least twice each biweekly pay period on a regular and recurring basis (i.e., is a remote worker), the employee’s official worksite for location-based pay purposes is the alternative work location under the remote work agreement.

Official Duties. The employee will perform only official duties at the official remote worksite. The employee may not conduct personal business while in official duty status at the remote 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 remote worksite.