

TELEWORK AGREEMENT
Indian Health Service

SECTION I. CONDITIONS OF PARTICIPATION

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| <ol style="list-style-type: none"> 1. Employee/Officer agrees to perform services for Employer as “teleworker.” 2. Employee/Officer agrees that teleworking is voluntary and may be terminated at any time, by either the Employee/Officer or Employer, in accordance with procedures outlined in the IHS Telework Arrangement Program Policy. 3. This Agreement is not a contract for employment; does not alter any conditions of employment; and may not be construed as such. 4. The Employee/Officer will complete the required telework training prior to signing this Telework Agreement or beginning to telework. . 5. Work schedules and hours of duty may be modified as necessary but are subject to approval and/or applicable collective bargaining agreement requirements. 6. All pay, benefits and travel entitlements are based on the Employees official worksite/duty station as documented on the Employee SF-50, Notification of Personnel Action. 7. Employee/Officer will not work in excess of the prescheduled tour of duty (e.g., overtime, holiday work, night work or Sunday work) unless he or she requests and receives approval from the supervisor in advance. 8. Duty time will only be used for conducting official business. The Employee/Officer understands that telework is not a substitute for dependent care. 9. The Employee/Officer must be accessible during duty hours to the supervisor and other management officials, co-workers, and customers via telephone, e-mail, facsimile, or other method of communication as specified in the agreement. 10. Unplanned periods of unavailability during scheduled duty hours will be handled in the same manner as unscheduled leave. 11. Teleworkers may be required to return to the traditional worksite on scheduled telework days based on operational requirements. 12. The Employee/Officer continues to be covered by the Standards of Ethical Conduct for Employees of the Executive Branch while working at the alternate worksite. | <ol style="list-style-type: none"> 13. It is the Employee/Officer’s responsibility to determine any income tax implications of maintaining a home office area. Employer will not provide tax guidance nor will Employer assume any additional tax liabilities. 14. The Employee/Officer agrees that Government-furnished equipment will be used and protected in accordance with IHS procedures. Said equipment will be serviced and maintained by the employer. 15. The employer is not liable for damages to an Employee/Officer’s personal or real property during the course of performance of official duties while the Employee/Officer is working at home, except to the extent the Government is held liable by the Federal Tort Claims Act or from claims arising under the Military Personnel and civilian Employees Claims Act. 16. The Employee/Officer will discuss with the supervisor all information and documents which can be removed from the employers premises, prior to removing them. 17. The Employee/Officer will apply approved safeguards to protect Government records and information, both manual and electronic, from unauthorized disclosure or damage. 18. The Employee/Officer will be responsible for operating, maintenance or any other costs associated with the use of the employer’s residence as an alternate worksite/telework site. 19. For At-Home teleworkers, the Employee/Officer understands their responsibilities to maintain the alternate worksite/telework site in a manner that ensures a safe environment and certifies the location meets safety requirements by completing the “Telework – Safety Checklist”. Any conditions affecting the safety of the alternate worksite/telework site will be brought to the attention of the immediate supervisor and may be grounds for terminating the TAP Agreement. . The Employee acknowledges management’s right to inspect the home worksite in accordance with the procedures outlined in the TAP Policy. 20. The Employee/Officer understands the nature of alternate officing and the benefits to the organization and agrees that it may be required to become a teleworker or may be required at a later date by management as operations change within the agency. |
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Section II. AGREEMENT SPECIFICATIONS	
1. EMPLOYEE/OFFICER NAME: (Last, First, Middle Initial)	2. JOB TITLE
3. PAY PLAN/SERIES/GRADE/RANK:	4. EMPLOYEE ID/PHS #: (Do not enter SSN)
5. AGENCY WORKSITE/ ORGANIZATIONAL LOCATION: (As listed on Personnel Documents) ADMIN CODE: _____	6. ALTERNATE WORKSITE/ TELEWORK SITE: <input type="checkbox"/> Employee/Officer's Residence <input type="checkbox"/> Telework Center <input type="checkbox"/> Alternate Office
7. OFFICIAL WORKSITE/DUTY STATION : <input type="checkbox"/> Agency Worksite <input type="checkbox"/> Employee/Officer's Residence <input type="checkbox"/> Telework Center <input type="checkbox"/> Alternate Office ADDRESS: (City, County, and State <u>ONLY</u>)	8. TELEWORK ARRANGEMENT (X all that apply) <input type="checkbox"/> REGULAR AND RECURRING <input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time ____ days pp <input type="checkbox"/> Full-Time Remote <input type="checkbox"/> EPISODIC/SITUATIONAL <input type="checkbox"/> UNSCHEDULED TELEWORK <input type="checkbox"/> REASONABLE ACCOMMODATION (This TAP Agreement is to memorialize a Reasonable accommodation request.)
9. The employee will be available during their tour of duty while at the alternate worksite/telework site via: _____ IHS email _____ Other e-mail: _____ (email Address) _____ IHS provided phone: ____ - _____ _____ Other phone #: ____ - _____ _____ Microsoft Lync	

REGULAR/RECURRING TELEWORK SCHEDULE

Employee will telework on a regular/recurring basis, away from the Agency worksite, during a bi-weekly pay period on the days indicated below:

Week 1	Scheduled Telework Day	# of Hours per Day	Week 2	Scheduled Telework Day	# of Hours per Day
Sunday			Sunday		
Monday			Monday		
Tuesday			Tuesday		
Wednesday			Wednesday		
Thursday			Thursday		
Friday			Friday		
Saturday			Saturday		

TOUR OF DUTY: (check one)

- Regular (Fixed) Alternate Work Schedule*
 Flexible Compressed

Regular (Fixed) Tour of Duty: _____
 Flexible Work Schedule: Core Hours: _____ Flexible Band: _____
 Compressed Work Schedule Type: 5/4/9 4/10s Other: _____

Episodic/Situational Telework:

Procedures for making a request to work episodic/situational telework. Each time the employee identifies the opportunity to perform episodic/situational telework, he/she must complete Attachment 1, Sections I, II, and IV, and submit to his/her immediate supervisor in advance for approval.

Unscheduled Telework:

A variety of emergency situations can affect the status of the organization requiring the announcement of work closures, early dismissals, late arrivals, unscheduled leave and unscheduled telework.

If the employee is scheduled to telework on the affected day, they will be expected to begin teleworking at their regular time or continue to work in case of early dismissal, unless circumstances at their alternate worksite/telework site prohibit them from performing regular telework.

If a teleworker is not scheduled to telework on an affected day, and unscheduled telework is announced, the employee must utilize the following procedures to receive approval to perform unscheduled telework: **Insert agreed upon procedures**

It is understood that the employee will only request unscheduled telework when there are sufficient duties that can be completed at the alternate worksite/telework site during the employee's tour of duty.

Upon the employee's return to the Agency Worksite, he/she is required to complete Attachment 1, Episodic/Situational Telework Request & Unscheduled Telework Report, specifically Sections I, III and IV.

Employee Designation under Emergency Closure/COOP Conditions:

Employee/Officer is designated []MISSION CRITICAL []EMERGENCY [] NON-MISSION CRITICAL

Non-Mission Critical – Teleworkers who are designated non-Mission Critical who are teleworking on a day of an emergency closure will be required to continue working from their alternate worksite.

Emergency – As “emergency” teleworking employees, teleworkers would be required to continue to work at their alternative worksites/telework sites during all emergency situations when the agency is closed.

As “mission critical” teleworking employees, they are expected to remain in contact with their agencies at all times during any closure situation and may be called to work at their alternate worksite during emergencies dealing with national security, extended emergencies or other unique situations

It is understood that in cases where the Continuity of Operations Plan is activate that the TAP Policy is superseded; however, there is a direct relationship between the Continuity of Operations (COOP) plan and telework. The two programs, telework and COOP, share a basic objective: to perform and maintain agency functions from an alternative location. Telework can help ensure that essential Federal functions continue during emergency and COOP situations.

SECTION III: EMPLOYEE CERTIFICATION OF AGREEMENT

By signing this Telework Arrangement Program Agreement, I affirm that:

1. I understand that Telework can have a positive impact on the environment. (Essentially, by reducing the number of times I commute to and from work to my home I am reducing the CO₂ emissions released from my vehicle. I estimate my commute to work, one-way, is ____ miles from my residence to the Agency worksite.)
2. I agree to participate in telework surveys administered and designed to gather information for program analysis and improvements, as requested.
3. By signing this Telework Agreement, I affirm that my supervisor and I have discussed:
 - a. office procedures, (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance, procedures for maintaining office communications;
 - b. Safety, technology and equipment requirements, and
 - c. Performance expectations.
4. I have read and understand the IHS Telework Arrangement Program and this Telework Agreement, and will work in accordance with this Telework Agreement and Agency Policy, including:
 - a. Ensuring that my appropriate alternative worksite provides the work environment, connectivity, technology resource access, and security consistent with my work effort,
 - b. Meeting my personal, organization and work team requirements, and
 - c. Documenting my telework accordance with established procedures.

5. I understand that this Telework Agreement may be used or reviewed by management and local telework coordinators for compliance with policy and reporting purposes.

Employee Signature: _____ Date: _____

SECTION IV: SUPERVISORY CERTIFICATION OF AGREEMENT

By signing this Telework Agreement, I affirm that:

1. I have read and understand the IHS Telework Arrangement Program Policy and this Telework Agreement and agree to carry out my duties accordingly;
2. I have completed the required Telework Training for Managers;
3. I have discussed with my employee:
 - a. office procedures, (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance, procedures for maintaining office communications;
 - b. Safety, technology and equipment requirements, and
 - c. Performance expectations.

Supervisor Signature: _____ Date: _____

SECTION V: APPROVING OFFICIAL REVIEW

By signing this Telework Agreement, I affirm that I have reviewed this agreement and found it to be in compliance with the Indian Health Manual, Chapter 7, Part 6, Telework Arrangement Program Policy, and applicable Collective Bargaining Agreements and that I will carry out my responsibilities accordingly.

Approving Official Signature: _____ Date: _____

Agency Use:
BUS Code: _____
Date TAP Eligibility Notification Issued: _____
Date Employee Initiated TAP Application: _____
Date Approving Official Rendered Decision on TAP Application: _____
Date Training completed: _____
Date TAP Agreement Completed: _____
1 st Employee Telework Day (R/R): _____

Attachment 1

**EPISODIC/SITUATIONAL TELEWORK REQUEST
REPORT OF UNSCHEDULED TELEWORK**

SECTION I: EMPLOYEE INFORMATION

Employee Name: (Print) _____
Last First MI

Empl ID/PHS ID#: _____

1. I have a TAP Agreement in place, dated _____ that contains approval for me to participate in: Episodic/Situational Telework Unscheduled Telework. (Place a mark in the type of telework that applies to this specific request. Then proceed to the Section that applies to that particular type of telework.)

2. The alternate worksite/telework site is the same as requested in the original TAP:

- My personal residence – At-Home Telework
- Telework Center*
- An alternate traditional office location*

If the alternate worksite/telework site is other than At-Home telework, coordination with the proposed site may be required, including an agreement; **OR** if the alternate worksite/telework site is different than what was originally approved the employee must submit a new TAP Application with accurate information.

3. The alternate worksite/telework site **IS** **IS NOT** equipped with office furniture and services appropriate for the work to be performed (i.e., desk/computer table, chair, telephone, fax machine, computer, internet, dedicated phone line, printer, locking file/storage cabinet for protection of official documents). Please list unavailable equipment and/or services required to perform the proposed duties/work project.

4. I will be available at the alternate worksite/telework site during my tour of duty via:

_____ Email _____ Home telephone _____ Microsoft Lync _____ Other

SECTION II: Episodic/Situational Telework Request

1. The work project/duties I am requesting to perform at the alternate worksite/telework site are:

(Be as specific as possible in identifying the duties/work project; include the information required to be removed from the Agency worksite and/or whether the information is accessible electronically, whether you will need special IT privileges for access, equipment requirements, etc.)

2. The date(s) and hours I am requesting to perform these duties are:

_____ FROM: _____ am/pm TO: _____ am/pm

3. My request [] is [] is **not** a request for Reasonable Accommodation.

SECTION III: REPORT OF UNSCHEDULED TELEWORK

1. On _____, (date) Unscheduled Telework was made available via an official announcement.

2. I received authorization from my supervisor to perform Unscheduled Telework and worked _____ hours of Unscheduled Telework, FROM: _____ am/pm TO: _____ am/pm.

3. The duties/tasks I completed while I was performing unscheduled telework include:

SECTION IV:

Employee Signature

Date

Immediate Supervisor Signature

Date