

# NIH Remote Worker Agreement

Employee Name:

Position Title:

Institute/Center/Office

This Remote Worker Agreement is entered into between \_\_\_\_\_ and the \_\_\_\_\_, National Institutes of Health (NIH), Department of Health and Human Services (DHHS).

1. Due to \_\_\_\_\_ has requested to work remotely from \_\_\_\_\_ and has requested a transfer of duty station from \_\_\_\_\_ to \_\_\_\_\_
  
2. \_\_\_\_\_ has agreed to change \_\_\_\_\_'s official duty station to \_\_\_\_\_ beginning on \_\_\_\_\_. The following provisions apply:
  - a. The employee understands that their official duty station will be officially changed to \_\_\_\_\_ and they understand that they will not receive the locality pay.
  
  - b. The arrangement will start \_\_\_\_\_, ending \_\_\_\_\_.
  
  - c. **If applicable:** Within 30 days, or by the start date above, \_\_\_\_\_ agrees to provide a medical justification/documentation for why he/she is requesting this arrangement and supporting the need for such.
  
  - d. The employee will be responsible for any costs related to their personal relocation to \_\_\_\_\_. \_\_\_\_\_ will not be responsible for any costs related to the personal relocation.
  
  - e. The employee is responsible for current and future \_\_\_\_\_ based workload.

- f. The employee will work with their Supervisor, and the Telework Coordinator to update their Telework agreement within 48 hours of signing this agreement, if applicable.
- g. The employee will remain in contact with their supervisor, team members, peers, and customers. They will log onto the VPN during their work hours. They will also log into Microsoft Lync messenger and be responsive to all Microsoft Lync messages, emails and voicemails.
- h. The employee's tour of duty will be
- i. The employee will be held to reasonable standards regarding work performance, roles and responsibilities, as outlined in their performance plan (PMAP).
- j. The employee agrees to follow time and attendance procedures, including the requirement to seek advance approval from their supervisor to use sick leave or annual leave.
- k. In the event that any IT equipment is temporarily inoperable during duty hours and the employee is unable to communicate via email or Microsoft Lync messaging, the employee will notify their supervisor or their designee immediately. The employee and the supervisor are to reach an understanding of whether the employee has other work assignments that can be completed without relying on the equipment.
- l. List below any employee-specific circumstances [i.e. leadership development programs, travel, etc]:

3. This remote work arrangement/change in duty station will be reviewed on a regular basis. \_\_\_\_\_ retains the right to terminate the remote work arrangement/change in duty station at any time and for any reason. This does not preclude management from taking other appropriate action regarding any performance, conduct, or time and attendance issues. The following provisions apply:
- a. In the event that \_\_\_\_\_ terminates the remote work arrangement /change in duty station, the employee will have 45 calendar days from the date they are notified to return to work at the \_\_\_\_\_. During this 45 day period, they will be expected to request leave if they are not available for duty.
  - b. The employee will be responsible for any costs related to their personal relocation to \_\_\_\_\_. \_\_\_\_\_ will not be responsible for any costs related to the personal relocation. This provision applies regardless of whether the employee's return to the \_\_\_\_\_ is voluntary or involuntary.
  - c. The employee's failure to return as directed may lead to disciplinary action, up to and including removal from the Federal service.
  - d. **If 2c utilized above:** Should the arrangement/change in duty station be renewed, the employee understands that he/she will periodically need to affirm through medical documentation that they continue to need this arrangement with the duty station in \_\_\_\_\_ x \_\_\_\_\_ due to health related reasons.
4. The employee fully understands the terms and conditions of this agreement, and affirms that this agreement was voluntarily entered into at their request. The employee acknowledges that they have been notified of their right to seek counsel before signing this agreement and affirms that they have not been coerced in any manner and enters into this agreement fully and freely.

This agreement constitutes the entire agreement between the employee and \_\_\_\_\_ and there are no other representations or obligations except for those enumerated herein.

This agreement becomes effective on the date of the last signature below:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 [Employee]

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 [Supervisor]

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 [Next level manager or Executive Officer]